

***United States Court of Appeals
for the Second Circuit***



APPENDIX

No. 74-1005

United States Court of Appeals
FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

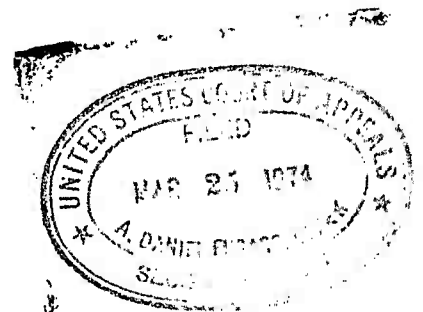
CZAS PUBLISHING COMPANY, INC.,

Respondent.

On Application for Enforcement of an Order of
The National Labor Relations Board

APPENDIX

ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570



PAGINATION AS IN ORIGINAL COPY

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APPENDIX

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
WASHINGTON, D. C.

CZAS PUBLISHING CO. , INC.

and

STEFAN JACHEMCZYK , An Individual 1/
MICZYSLAW PAJAK, An Individual

Vincent J. Coffey, Esq. , of Brooklyn,
N. Y. , for the General Counsel.
Alexander J. Malewski, Esq. , of
Brooklyn, N. Y. , for the Respondent
Company.

Cases Nos.
29-CA-3037
29-CA-3221

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: Czas Publishing Co. , Inc.
Case Nos. : 29-CA-3037 & 29-CA-3221

9. 15. 72	Charge
11. 10. 72	Complaint and Notice of Hearing dated
11. 15. 72	Respondent's Answer dated
12. 8. 72	Respondent's request to postpone hearing dated
12. 13. 72	Order Rescheduling Hearing dated
12. 15. 72	Respondent's request to postpone hearing dated
1. 17. 73	Order Rescheduling Hearing dated
1. 18. 73	Charge filed in Case No. 29-CA-3221
2. 13. 73	Order Rescheduling Hearing
3. 1. 73	Order Consolidating Cases, Consolidated Amended Complaint and Notice of Consolidated Hearing dated

1/ The spelling of the name of the Charging Party was amended at the hearing to read as above.

3. 1.73	Respondent's Answer dated
3.12.73	Hearing opened
3.13.73	Hearing closed
5.16.73	Administrative Law Judge's Decision issued
6.20.73	General Counsel's Exceptions to the Administrative Law Judge's Decision received
6.25.73	Respondent's Statement of Exceptions to Administrative Law Judge's Decision received
8.27.73	Board's Decision and Order, dated

[Dated 5/16/73]

[JD-342-73
Brooklyn, N. Y.]

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DECISION

Statement of the Case

SAMUEL ROSS, Administrative Law Judge: This case was tried before me on March 12 and 13, 1973, based on charges filed respectively by Stefan Jachemczyk and Mieczyslaw Pajak on September 15, 1972, and January 18, 1973, and a consolidated amended complaint which issued on March 1, 1973, and which alleges that Czas Publishing Co., Inc. (the Respondent) violated Section 8(a)(1), (3) and (5) of the Act. The Respondent filed an answer which denies the substantive allegations of the consolidated amended complaint and the commission of unfair labor practices. Upon the entire record, including my observation of the demeanor of the witnesses,

and after due consideration of the briefs filed by the parties, I make the following:

Findings of Fact

I. Commerce

The Respondent is a New York corporation whose principal office and place of business is located in Brooklyn, New York, where it is engaged in the business of performing printing and related services which include the publication and distribution of a weekly Polish newspaper. The Respondent is a wholly-owned subsidiary of the Polish National Alliance of Brooklyn (herein called PNA), a fraternal insurance society which is composed of persons of Polish descent for whom the society provides life insurance, mortgage loans, and some benefits. ^{2/} During 1971, a representative period, the Respondent performed services valued in excess of \$50,000 for various enterprises, including its parent PNA, which annually perform services valued in excess of \$50,000 outside the State of New York. On the foregoing admitted facts, the Respondent concedes that it is engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and I so find. ^{3/}

II. The Labor Organizations Involved

The Respondent admits and I find that New York Typographical Union, AFL-CIO (herein called Typographers Local 6), and New York Printing Pressmen and Assistants' Union of North America, Local 51 (herein called Pressmen's Local 51), are labor organizations within the meaning of Section 2(5) of the Act.

^{2/} PNA owns 98 of the 124 shares of the outstanding stock of the Respondent. The remaining 26 shares are owned by subordinate lodges of PNA.

^{3/} Cf. Polish National Alliance v. N. L. R. B., 322 U.S. 643.

III. The Unfair Labor Practices

A. The Nature of Respondent's Business

The Respondent was incorporated in 1905 by PNA for the express purpose of providing PNA with an official organ in the form of a weekly newspaper to furnish its policy holders with news of the activities in PNA and its subordinate lodges. In addition to this service for PNA, Respondent also does the printing of weekly and monthly publications for various Polish organizations and Columbia University. PNA and the Respondent have several officers and members of the Board of Directors in common. The price paid by PNA to the Respondent for the service of printing and mailing PNA's weekly official organ to the latter's more than 18,000 policy holders is fixed by PNA at its convention. In 1970, PNA's convention raised the price it paid Respondent for this service from 8 cents per member per month, the rate in effect since 1905, to 16 cents per member per month. Despite that increase, the Respondent assertedly continues to operate at a deficit each year, and to be subsidized by PNA.^{4/}

B. The Organization and Certification of the Unions

At the times material herein, the Respondent had seven persons who performed its various printing operations. In the early part of May 1972, ^{5/} Marion Mamelko, a pressman employed by the Respondent, asked Plant Manager Kazimierz Zajac for a raise and was instructed to direct his application to Joseph A. Glowacki, the secretary and editor of the Respondent who is also "secretary-general" of

^{4/} The findings above are based on the testimony of the Respondent's (and PNA's) officers in the prior representation proceeding (Case No. 29-RC-2003).

^{5/} All dates hereafter refer to 1972 unless otherwise noted.

PNA. Mamelko accordingly went to Glowacki's office ^{6/} and repeated his request for a raise, but Glowacki told him that Respondent had no money. Upon his return to the Respondent's plant, Mamelko notified Plant Manager Zajac of the rejection of his request, and told Zajac that he was "sorry," but he would not be able "to work any more late hours for straight time." ^{7/} Shortly thereafter, on about May 13, Zajac transferred Mamelko to work on the night shift, and the latter, dissatisfied with his treatment, contacted Pressmen's Local 51 and inquired about union organization of the Respondent's employees. Thereafter, on May 25, pursuant to an invitation from Mamelko, five of the Respondent's employees attended a meeting at Mamelko's home and discussed union organization with Julius Seide, a business representative of Pressmen's Local 51, and Edward McGuinness of Typographers Local 6. Subsequently, a number of the employees who attended the meeting signed authorization cards designating both Unions as their joint collective bargaining representative. ^{8/}

On June 6, 1972, the Unions filed a joint petition with the Board for their certification as the collective bargaining representative of Respondent's employees. At the hearing on said petition, the Respondent contended that it is not subject to the Board's jurisdiction, that for many years it had operated at a loss and was subsidized by PNA, and that it could not afford a union shop and would "probably

^{6/} Glowacki's office is located at the premises of PNA.

^{7/} The employees' regular workweek was 35 hours, and they were receiving straight time pay for all overtime hours, including those which exceeded 40 hours per week.

^{8/} The employees who signed union authorization cards were Marion Mamelko, Stefan Jachemczyk, Mieczyslaw Pajak, and Adam Palka.

have to go out of business" if the employees "decide[d] to vote for a union shop." On July 25, the Regional Director issued his Decision and Direction of Election in which he found, contrary to the Respondent's contention, that it is engaged in commerce, and that it would affectuate the purposes of the Act to assert jurisdiction over the Respondent. Pursuant to said decision an election was conducted on August 23, 1972, among the Respondent's employees in the following appropriate unit:

All pressroom employees, pressmen, assistant pressmen, letterpress and offset employees, preparatory workers, platemakers, strippers, cameramen, all composing room employees, stonehands, linotype operators and composing room utility workers employed at the Employer's Brooklyn plant, exclusive of bindery workers, clerical workers, guards and all supervisors as defined in the Act.

The Unions received a majority of the votes cast ^{9/} and were certified as the exclusive collective bargaining representative of the employees on September 11, 1972.

C. The Respondent's Pre-election Efforts to Defeat the Unions

1. A few days after the union meeting in Mamelko's house, the Respondent began a determined campaign to dissuade its employees from supporting union organization. On about May 29, Glowacki came to the Respondent's premises accompanied by Leopold Malinowski, the vice-president of PNA. Upon their arrival at the plant, Plant Manager Zajac called the Respondent's employees upstairs to his office to be addressed by Glowacki. Glowacki told the employees that he had been informed "that there was a union forming," and that the employees "should forget about it" for the

9/ The vote was 4 to 3 in the Unions' favor.

Respondent could not afford, and "is never going to sign a union contract." Malinowski asked the employees "what the union has to offer us." Foreman Peter Kubicki replied "that the wage[s] and benefits of the union are much higher than those we got at Czas Publishing Company." He further said that the Union was "okay for younger men" to join, but that he and employee Purij were "too old" and would "rather stay out of the union." 10/

Glowacki questioned the employees as to whether they wanted a union or not. He was informed by the responses of the employees that Pajak, Palka, Mamelko and Jachemczyk supported union representation, and that Kubicki, Purij and Kabat opposed it.

Glowacki also asked the employees why they wanted a union, and was told that it was for more money and for payment of time and a half for overtime. Plant Manager Zajac told the employees that the Respondent could not afford to pay the Unions' rates. In addition, Glowacki admittedly told the employees that if the Respondent signed "the contract with the union salary, * * * we can stay [in business] from three to six months." Finally, Glowacki told the employees that "those who wanted the union * * * may do so, but the door is open [and] they may go with God." 11/

10/ The Respondent's answers to the complaint admit that Peter Kubicki is a supervisor and agent of the Respondent within the meaning of Section 2(11) of the Act. Kubicki is a signatory to the answers which the Respondent filed herein. Notwithstanding the foregoing, at the hearing in this case, Kubicki was described as a "working foreman," and it was also disclosed that he voted at the Board election without challenge. In view of the pleadings however, I find that Kubicki is an agent of the Respondent within the meaning of the Act.

11/ Except as otherwise noted, the findings and quotes above are based on the testimony of Pajak which I credit and which, for the most part, was not controverted. Glowacki denied that he ever interrogated "any of the employees about their union

The General Counsel contends that Glowacki's statement on May 29 that he had been informed "that there was a union forming" imparted to employees the impression that their union activities had been kept under surveillance by the Respondent, and that it therefore violated Section 8(a)(1) of the Act. I find no merit in this contention. Insofar as the record discloses the Respondent's employees made no effort to conceal their union activities. There is no evidence that the Respondent engaged in any surveillance of its employees' union activities. Under these circumstances, the fact that Glowacki said that he had heard that the employees were forming a union cannot reasonably be regarded as creating an impression that the Respondent was engaging in surveillance. I therefore will recommend dismissal of the complaint in this respect.

However, many of Glowacki's other statements at this meeting clearly constituted interference with, restraint and coercion of employees in the exercise of their rights guaranteed by Section 7 of the Act. I so regard Glowacki's statement that the employees "should forget about" forming a union because the Respondent could not afford and would never sign a union contract, thus implying that the exercise of their Section 7 rights would be a futile act. Moreover, in the context of this vocal expression of opposition to union organization, Glowacki's and Malinowski's interrogation of the employees as to why they wanted a union, and as to who favored it, also

11/ (Continued) activities," or "if they wanted to join the union." However, contrary to the said denials, Glowacki admitted that at this May 29 meeting with the employees, he "questioned the employees as to whether they wanted the union or not, and as to why they wanted a union," but he maintained that he did so "as a group." In the light of this obvious contradiction in his testimony, I do not credit Glowacki's denial of the interrogation of employees regarding their union predilections.

9/ The vote was 4 to 3 in the Unions' favor.

clearly was coercive. ^{12/} Glowacki's statement that the Respondent would go out of business within 3 to 6 months after signing a union contract, and his invitation to employees who wanted the Union to leave the Respondent's employ, clearly constituted further restraint and coercion of the employees. In all these respects, I find that the Respondent engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

2. Having learned from its interrogation that counting Kubicki, the employees favored the Unions by 4 to 3, the Respondent embarked on a campaign to alter the balance in its favor. On June 3, a few days after Glowacki's meeting with the employees, Plant Manager Zajac called employee Jachemczyk to his office and asked him if he intended "to join the Union." Jachemczyk replied, "I am going to join the Union." Zajac then told Jachemczyk that he was giving him a raise of 25 cents per hour, and Jachemczyk thanked him and walked out. ^{13/}

In the light of the Respondent's previously expressed hostility to union organization, I find Zajac's interrogation of Jachemczyk as to whether he intended to support the Union constituted a further violation of Section 8(a)(1) of the Act. Moreover, in the context of that interrogation, the granting of a wage increase to Jachemczyk clearly

^{12/} Cf. Struksnes Construction Co., Inc., 165 NLRB 1063.

^{13/} Like many of the witnesses in this case, Jachemczyk's ability to understand and speak English was quite limited. At the time of this interrogation, Jachemczyk already had signed a union card, and, as previously noted, he had made that fact known to Glowacki during the May 29 meeting with the employees which Zajac had attended. I infer therefrom that what Zajac asked Jachemczyk was whether he still intended to support the Union, and that Jachemczyk replied in the affirmative. I credit Jachemczyk's testimony in this regard.

was intended to dissuade him from further supporting union organization, and therefore also violated Section 8(a)(1) of the Act. ^{14/}

3. Thereafter, the Respondent continued its efforts to wean Jachemczyk from continuing to support the Unions. On about June 5, Glowacki telephoned Jachemczyk at his home and told him that if he withdrew his application from the Union, his job at the Respondent would be secure as long as Glowacki was connected with the Company. A few days later, Plant Manager Zajac came over to Jachemczyk while the latter was operating a press and told Jachemczyk that if he withdrew his application for union membership, he would be given the same pay that Mamelko was getting, ^{15/} and in addition, he would be given the work of delivering the mailing newspapers for which he would receive additional compensation. Zajac told Jachemczyk that Glowacki wanted his answer that same day. About an hour later, Jachemczyk told Zajac that he could not accept the Respondent's offer because if he did, "the wives . . . and kids" of the other union supporters would "spit on me." Thereafter the delivery and mailing newspapers and magazines was nevertheless assigned to Jachemczyk, ^{16/} and during delivery visits to PNA, Jachemczyk was repeatedly urged by Glowacki to withdraw from the Unions and promised a raise to Mamelko's rate if he did so. Jachemczyk rejected these offers for the same reason he previously had expressed to Zajec. ^{17/}

^{14/} N. L. R. B. v. Exchange Parts Company, 375 U.S. 405, 409-410.

^{15/} Mamelko's rate of pay was \$4.25 per hour -- that of Jachemczyk, including his recent 25 cent raise, was \$3.50 per hour.

^{16/} According to Zajec, this additional work was assigned to Jachemczyk because Pajack, who then was doing it, was about to leave for a 5 weeks' visit to Poland. I note however that after Pajack's return from Poland, Jachemczyk's assignment to this work continued until his later discharge, infra.

^{17/} The findings above are based on Jachemczyk's testimony which I credit in these respects. Zajac denied generally that he "ever ask[ed] the employees to withdraw from the Union," or ever

These offers of increased wages and earnings opportunities to Jachemczyk, and the assignment to him of additional work quite apparently were motivated to induce Jachemczyk to withdraw from union membership, and I therefore find that thereby the Respondent further violated Section 8(a)(1) of the Act. ^{18/}

4. On about June 29, without prior request by Mamelko, the Respondent reassigned him to work again on the day shift. The General Counsel contends that this reassignment was made to induce Mamelko to withdraw his support from the Unions and that it therefore violated Section 8(a)(1) of the Act. ^{19/} I find no merit in this contention.

As previously noted, Mamelko was transferred to the night shift before the union organization campaign at the Respondent's plant was initiated. According to his own admission, Mamelko was transferred back to day shift work, without any request from the Respondent that he withdraw his support from the Unions. I conclude from the foregoing that the General Counsel has failed to establish by the required preponderance of the testimony that Mamelko's retransfer to day shift work was motivated by antiunion considerations, and I therefore will recommend dismissal of this allegation of the complaint.

^{17/} (Continued) offered them any bonus or inducement to do so. I do not credit Zajac's general denial for I consider his testimony unreliable in many respects, and especially in regard to Jachemczyk and the asserted reasons for his later discharge. Glowacki, like Zajac, gave no specific testimony to controvert that of Jachemczyk about Glowacki's offers to raise his pay if he withdrew from the Union. In respect to this subject matter, Glowacki testified only that at meetings with the employees on May 29 and August 18, he "never" asked the employees to withdraw from the Unions. Assuming arguendo that this can be regarded as a denial of Jachemczyk's specific testimony, I do not credit it for like Zajac, I regard Glowacki's testimony as generally unreliable.

^{18/} N. L. R. B. v. Exchange Parts Company, *supra*.

^{19/} See Par. 14(d) of the complaint.

5. On August 15, about a week before the scheduled Board election, Pajak, Mamelko, Palka, and Jachemczyk, the four employees of the Respondent who supported union organization, told Plant Manager Zajac that they wanted to talk to Glowacki, and a few days later on August 18, Glowacki came to the plant and met with them in the upstairs office. Prior to this meeting, the four employees had prepared a written list of increased wages and other benefits which they wanted from the Respondent. At the meeting Mamelko read these "demands" "one after the other" to Glowacki, and he told him that if they were accepted by the Respondent, the four of them would "withdraw from the union." Glowacki replied that he could not "accept these demands by himself," that he would take the matter up with the Board of Directors, and that he would give the employees "an answer in about 10 days, right after the meeting of the board of directors." The employees replied that they could not wait that long, and that they needed the Respondent's response before the Board election so that they could know whether to vote for or against the Unions. During the course of this meeting, Glowacki repeatedly told the employees that there would "be no union in the shop," and that "because of the financial situation of the company," it was "impossible [for Respondent] to sign a union contract." 20/

20/ The findings above are based on the credited testimony of Pajak and Palka which was not materially controverted by Glowacki. I note in this regard that according to Glowacki, PNA's Board of Directors already had decided at an earlier meeting that "we're not in the condition to sign the contract with the union because that will be the end of our printing company." Moreover, Glowacki also admitted that at this August 18 meeting, he told the four prounion employees that he had "no authority to sign any contract with you and especially if you are represented by the union." [Emphasis added]

As found above, before Pajak, Mamelko, Palka and Jachemczyk made this preelection offer "to withdraw from the Union" in exchange for increased wages and other benefits, the Respondent through Glowacki and Zajac had engaged in numerous acts of restraint and coercion of employees to dissuade them from supporting the Unions at the Board election. These unfair labor practices of the Respondent included the repeated conveyance by Glowacki and Zajac of the ominous threatening message that the Respondent could not afford to operate a union shop and pay union wages, and that if forced to do so by the selection of the Unions as the employees' representative, it would go out of business. The offer of these four employees, a known prounion majority, to withdraw from the Unions if certain wage and benefits demands were granted, attests to the efficacy of the Respondent's prior restraint and coercion of these employees. In the context of the impending Board election, Glowacki's offer to submit the employees' demands to the Board of Directors for consideration, and his further statements that there would "be no union in the shop," and that "because of the financial situation of the company," it was "impossible [for Respondent] to sign a union contract," clearly were intended to further dissuade these four employees from voting for the Union, and constituted further interference with, restraint and coercion of employees within the meaning of Section 8(a)(1) of the Act.

6. On the morning of August 23, the day of the Board election, Stefan Jachemczyk, who was then on vacation, went to Glowacki's office at PNA headquarters to make a payment on his mortgage and insurance. According to Jachemczyk, Glowacki reminded him that the election was "going to be held this day," and he said that he hoped that Jachemczyk would "withdraw his application from the union."

In respect to this incident, it is fairly evident from the timing of the conversation and from Jachemczyk's unfamiliarity with the English language (see fn. 13, supra) that Glowacki's request, if any, was that Jachemczyk not vote for the Union at the forthcoming election. Glowacki's version of this conversation was that Jachemczyk told him, "Mr. Glowacki, don't worry, I'm working on Mr. Mamelko and Mr. Palka that they will not join [vote for] the union." I deem it unnecessary to resolve this conflict in the testimony because I do not regard Glowacki's request, even if made, as coercive or violative of the Act.

7. After Jachemczyk's visit to PNA, he went to the plant and Plant Manager Zajac sent him to speak to Joseph B. Brachocki, an admitted agent of the Respondent. Brachocki said to Jachemczyk, "Sit down. We are going to talk about the union." He then asked Jachemczyk if he had been threatened by anyone, and Jachemczyk answered, "no." Brachocki then said, "then, if you are going to throw the empty ballot into the voting box, nobody is going to know who did it." Jachemczyk replied, "I going to see. I don't know what I going to do." Brachocki then told Jachemczyk that if the Unions lost the election, Palka would be fired first, Mamelko might also be fired, and Jachemczyk would be given a raise. 21/

In respect to this conversation, I regard Brachocki's statement that if the Unions lost the election, Palka would be fired, Mamelko might be fired, and Jachemczyk would be given a raise, as further restraint and coercion of employees within the meaning of Section 8(a)(1) of the Act.

21/ The findings above are based on Jachemczyk's uncontroverted testimony which is credited in this regard. Brachocki was not called to testify by the Respondent, and no explanation was offered for the failure to do so.

**D. The Respondent's Post-Election Efforts
to Undermine the Union's Majority**

1. As previously noted, the Board election resulted in four votes for the Unions and three against. The election results were announced at about 2:45 p. m. on August 23. Immediately thereafter, Glowacki gave a speech to the employees. He thanked those who had voted against the Unions, and he said that those who had voted for the Unions had "destroyed the last Polish newspaper," and that "you people will have to look for another job now." He also said that he would "see to it" that those who had left Poland "illegally" would "never be able to see their families' graves again." 22/

Glowacki's speech above clearly implied a threat by the Respondent to close its plant and to visit discharge from employment and other reprisals upon its employees, and thus constituted further restraint and coercion within the meaning of Section 8(a)(1) of the Act.

2. Following the announcement of the election results, the Respondent commenced a course of conduct which clearly disclosed its preference for its antiunion employees and its antipathy towards and discrimination against those who voted for the Unions. Thus, at the conclusion of his August 23 threatening speech described above, Glowacki invited Plant Manager Zajac, Respondent's counsel Malewski, Foreman Kubicki, and employees Kabat and Purij who had voiced their opposition to the Unions and voted against it, to join him at a nearby bar. At the same time, all the remaining employees who had signed union cards and voted for the Unions were

22/ According to Palka, this threat applied only to him as he was the only employee who "left Poland in such a manner."

required to return to work until their regular quitting time at 3:30 p.m. Zajac later returned to the plant and told Pajak that he had not expected him to vote for the Unions, that he would no longer talk to Pajak or do any favors for him, and that he would not give Pajak a good recommendation "in case" he looked for another job. Zajac also told Pajak not to report for work until the following Monday, August 28. Thereafter, Pajak was given just one day of work each week until September 20. In addition, starting with August 28, the Respondent also limited Adam Palka, another of the prounion employees, to one day of work each week until September 18. Prior to the Board election on August 23, the Respondent admittedly had never laid off any employees from work without pay.

The complaint (paragraphs 15 and 18) alleges that by engaging in the foregoing disparate treatment, the Respondent discriminated against its prounion employees to discourage union membership, and thereby violated Section 8(a)(3) and (1) of the Act. The Respondent offered no explanation for limiting Glowacki's post-election bar invitation to the Respondent's antiunion employees while at the same time requiring those who voted for the Unions to continue to work until quitting time. In respect to the limitation of Pajak and Palka to one day of work each week immediately after the Board election, the Respondent contends that this action was motivated by economic, and not by antiunion, considerations. In this regard, Plant Manager Zajac testified that there is a seasonal slowdown each year during August and September which does not end until "the end of September" or "the beginning of October"; ^{23/} that the Respondent's business in 1972 was the slowest it had ever experienced; that part

23/ The quotes above are from the testimony of Plant Manager Zajac.

of the reason for the lack of work in 1972 was because the Respondent was "phasing out" its business and not taking on new work in anticipation of going out of business; and that Pajak and Palka were selected for layoff only because of their lesser seniority and experience. As found below, I place no credence whatsoever, in Zajac's testimony regarding the nondiscriminatory reasons for the layoffs of Pajak and Palka which began immediately following the announcement of the Union's victory at the Board election.

As previously noted, according to Zajac, the Respondent annually encounters a seasonal slowdown during August and September which does not terminate until "the end of September" or "the beginning of October," but it admittedly had never before laid off any employee for lack of work. The Respondent concededly maintains a sales journal and other records from which its monthly volume of business can be ascertained. It nevertheless produced no records or books to corroborate Zajac's testimony, either regarding annual slowdowns of the work in August and September, or to show that the business was slower in these months in 1972 than it had been in prior years. No explanation was offered for the failure to produce these records. I infer therefrom, and from the fact that no employee had ever previously been laid off for lack of work, that the records if produced would not have corroborated Zajac's testimony regarding the alleged economic necessity for the layoff of Pajak and Palka. ^{24/} Moreover, Zajac admitted on cross examination that he had not lost any accounts in August and September, and that there had been no refusal by the Respondent to take on work until November 1972, which was after Pajak and Palka had

^{24/} International Union, UAW v. N. L. R. B., 459 F. 2d 1329 (C. A. D. C., 1972); 2 J. Wigmore, Evidence, Sec. 285 (3d ed. 1940).

been restored to full-time work. It is thus obvious that there is no merit to the Respondent's contention that the layoff of these two employees was required by any "phasing out" of the Respondent's business. Finally, I note that notwithstanding the alleged annual slowdown in work in August and September, the first layoff (of Pajak) was not announced until immediately after the election results became known, and both layoffs terminated in mid-September before the end of the so-called slack season, immediately after Jachemczyk filed his unfair labor practice charge against the Respondent.

I conclude from all the foregoing that the contention that the layoffs were motivated by economic considerations is an incredible pretext to conceal the real reason for this conduct of the Respondent. In the light of the timing of these layoffs and their duration, the Respondent's prior unfair labor practices to defeat the Unions, and its patent disappointment with the election results, I further conclude that the layoffs of Pajak and Palka, known union adherents, were motivated by antiunion considerations and that the Respondent thereby engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.^{25/}

4. On August 28, Foreman Peter Kubicki, an admitted agent of the Respondent, met after work at a nearby bar with employees Stefan Jachemczyk and Marion Mamelko, and bought them drinks. Kubicki admittedly arranged this meeting pursuant to Glowacki's request that he find out "what they think, these two men," about withdrawing from the Unions. Kubicki told Jachemczyk and Mamelko

^{25/} I likewise so regard the discrimination practiced by Glowacki in requiring the prounion employees to continue to work after the Board election while the antiunion employees drank with him at a nearby bar.

that the Respondent did not care about "the other two fellows,"^{26/} we care just about you." Kubicki said that the Board of Directors was having a meeting that night; that this was the last chance of Jachemczyk and Mamelko to withdraw from the Unions; and that he required their response by 7 p. m. Kubicki further said that Jachemczyk and Mamelko should worry only about themselves and not be concerned about Pajak or Palka, the other two union supporters, because Pajak was "a good operator" and could get another job, and Palka preferred not to work in Brooklyn where the Respondent's plant was located. Kubicki further told Jachemczyk and Mamelko that they were incompetent to work in "another shop" and would "be fired in five minutes" if they were asked to "make ready" a press. Finally, Kubicki said that if Jachemczyk and Mamelko withdrew from the Unions, "then everything is [will be] okay," and "for the rest of your life you can stay here and nobody fire you." Jachemczyk and Mamelko advised Kubicki that they would "never withdraw" from the Unions, and Kubicki replied, "God help you."^{27/}

Kubicki's statements to Jachemczyk and Mamelko clearly constituted both a promise of benefit if they withdrew from the Unions, and a threat of plant closing and/or other reprisals if they did not. It thus manifestly constituted further interference with, restraint and coercion of employees in the exercise of their Section 7 rights, and violated Section 8(a)(1) of the Act.

^{26/} "The other two fellows" obviously were Pajak and Palka, who then were being given only one day of work each week.

^{27/} The quotes and findings above are based on the testimony of Kubicki who was a witness for Respondent and whom I credit in these respects. Jachemczyk and Mamelko gave similar testimony, albeit with fewer details, which I also credit.

5. Jachemczyk was hired by the Respondent in 1953, and he worked for it continuously after that date for 20 years. According to Zajec, during the last 11 years in which he was the Respondent's plant manager, Jachemczyk often reported for work late and in an intoxicated, unkempt and disheveled condition. The Respondent nevertheless always had tolerated and condoned Jachemczyk's tardiness and intoxication and had never, prior to his support of the Unions, either disciplined him or sent him home. To the contrary, it had previously even permitted him while under the influence of alcohol to perform his usual duties which included, operating a press on occasion, and driving the Respondent's truck to make deliveries. Moreover, as recently as June 1972, notwithstanding his asserted propensity to drink and lateness, 28/ Jachemczyk was given a raise of 25 cents an hour. On August 29, the Respondent fired Jachemczyk after 20 years of employment. The circumstances which preceded Jachemczyk's dismissal were as follows:

As previously noted, on August 23, despite prior threats by the Respondent that it would cease operating if its employees designated the Unions as their collective bargaining representative, and notwithstanding the other unfair labor practices committed by the Respondent, the Unions won a Board conducted election by a one vote margin. Jachemczyk was one of the employees who had voted for the Unions, and the identity of all the union supporters was known by the Respondent. As found above, on August 28, Foreman Kubicki, on behalf of the Respondent, attempted to induce Jachemczyk and Mamelko to withdraw from the Unions. 29/ To this end, Kubicki

28/ See Respondent's Exhibit 1.

29/ The Respondent apparently was under the impression that it could vacate the results of the Board election if it could persuade one or more of its prounion employees to withdraw from the Unions.

invited Jachemczyk and Mamelko to join him after work on August 28 at a nearby bar, bought them drinks, and by threats and promises, sought to induce them to accept their "last chance" to withdraw from the Unions. Both Jachemczyk and Mamelko told Kubicki that they would "never withdraw," and were warned by Kubicki, "God help you."

The following morning (August 29), Jachemczyk failed to report for work, and Plant Manager Zajac sent Foreman Kubicki to his house to fetch him. When Kubicki arrived at Jachemczyk's home, he found the latter fully dressed in working clothes lying in the bed "sleeping." Kubicki applied a cold towel to Jachemczyk's face, awakened him, and told him that he was needed at the plant. Kubicki offered to wait for him, but Jachemczyk told Kubicki to go on ahead, and that he would "be in the shop right away." Kubicki thereupon returned to the plant, but Jachemczyk failed to come to work that day.^{30/} That afternoon, without further attempts to contact Jachemczyk, and after consultations between Zajac, Glowacki, and Attorney Malewski, the latter mailed the following letter to Jachemczyk:^{31/}

In view of your past history of frequent and unexcused absences from your job and finally because of your most recent

^{30/} The findings above are based on Kubicki's testimony which I credit in these respects. According to Zajac, when Kubicki returned to the plant, he reported that Jachemczyk was under the influence of alcohol, but that he would come to work pretty soon. Kubicki, a later witness for the Respondent, was not asked to corroborate Zajac's testimony in this regard. In the light of my conclusion that Jachemczyk was not discharged for drunkenness, I deem it unnecessary to determine whether or not he was under the influence of alcohol on the morning of August 29.

^{31/} General Counsel's Exhibit 5.

absence on August 28, 1972, 32/ coupled with your refusal to appear when personally contacted by a co-worker who was specifically sent to request that you appear, which actions on your part have caused your employer to fall behind fixed production schedules resulting in loss of business and other related problems, my office has been instructed immediately terminated by your employer Czas Publishing Company for the reasons hereinbefore set forth.

In the meantime, after Kubicki left his house on August 29, Jachemczyk experienced chest pains and other symptoms of serious illness. Accordingly, that afternoon, he visited a Dr. Malko, whose office was close to his home. The doctor gave Jachemczyk an injection and Jachemczyk then returned to his home. On March 30, Jachemczyk went to the plant and showed Zajac the note which had been given to him by Dr. Malko which stated as follows: 33/

Evergreen 8-1875

Reg. No. AM 0732203

MICHAEL G. MALKO, M. D.

Office Hours:	164 North 6th Street
2 to 3 and 7 to 8 p. m.	164 North 6th Street
Except Thurs., Sat. and Sun.	Brooklyn, N. Y. 11211

Name _____	Age _____
Address _____	Date <u>8/29/72</u>

R/

Steve Jachemczyk has been treated for Rt. Rib pain.
He was unable to work.

M. G. Malko M. D.

32/ This was clearly an error by Malewski for Jachemczyk had worked all day on August 28, but had failed to come to work on August 29.

33/ General Counsel's Exhibit 3.

Zajac told Jachemczyk to take the note to Glowacki at PNA headquarters, and he did so. However, when Jachemczyk showed the note to Glowacki, the latter told him that he "didn't accept" any certificate other than that of Dr. Kostetski, the PNA doctor. Jachemczyk then offered to go to Dr. Kostetski, but Glowacki said that he need not go there, that "in a few days," he would receive a letter from Respondent's attorney Malewski, and that he was "discharged from the Czas Publishing." The following day (August 31), Foreman Kubicki brought a final check of \$70 and some change to Jachemczyk's house and he again said to Jachemczyk that he had a "last chance [to] withdraw from the union. Don't worry about nobody (sic). Just worry about yourself." Jachemczyk replied, "Mr. Kubicki . . . whatever happens, I will never withdraw from the union." ^{34/}

The complaint in this case alleges that Jachemczyk's summary termination after 20 years of employment was motivated by anti-union considerations, and that the Respondent thereby engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1)

^{34/} The findings in the foregoing paragraph are based on Jachemczyk's testimony which was not controverted by any of the Respondent's witnesses, and which I credit in these respects notwithstanding that in other regards, such as for example, his denials of tardiness, I consider Jachemczyk's testimony as unworthy of credence. As Judge Learned Hand appropriately said in *N. L. R. B. v. Universal Camera Corp.*, 179 F. 2d 749, 754 (C.A. 2), reversed and remanded on other grounds, 340 U.S. 474:

It is no reason for refusing to accept everything that a witness says, because you do not believe all of it; nothing is more common in all kinds of judicial decisions than to believe some and not all.

of the Act. The Respondent contends that Jachemczyk was discharged for cause. According to the Respondent's letter to Jachemczyk which purportedly notified him of the reasons for his dismissal, his termination was based solely on his "past history of frequent and unexcused absences," and on his "most recent absence" on August 29. Subsequently, in its answer to the complaint and at the hearing in the case, the Respondent "enlarged" the grounds for which it assertedly fired Jachemczyk to include: "Excessive lateness," "appearing at work intoxicated," "poor performance of duties," more specifically "late deliveries . . . and tardiness in performing assigned tasks within the shop," "threatening the manager of the premises . . . twice . . . the last time . . . [in] June 1971," and "arguments and disagreements with fellow employees." ^{35/} As indicated below, I place no credence in any of the reasons asserted by the Respondent for Jachemczyk's termination, and I regard them all, both the original and the enlarged reasons, as pretexts to conceal the true motivation for his discharge, which, as I find below, was Jachemczyk's refusal to accede to the Respondent's request that he withdraw from the Unions. I base these conclusions on the following considerations:

According to Zajac, Jachemczyk failed to report to work frequently because of drunkenness, and came to work often in an intoxicated and disheveled condition. However, prior to August 28, Jachemczyk admittedly had neither been disciplined for his absences or latenesses, nor sent home, and notwithstanding his intoxicated condition, he had been permitted to perform his usual duties which included operating a press and driving a truck. Moreover, despite

^{35/} The "enlarged" grounds for Jachemczyk's discharge were thus stated by Respondent's counsel at the outset of his cross examination of Jachemczyk. Transcript pp. 183-186.

his past history which, according to Zajac, had persisted for many years, the Respondent gave Jachemczyk a raise of 25 cents an hour in June 1972, just 3 months before it fired him. Furthermore, if Jachemczyk was drunk on August 29, the Respondent was at least partly responsible therefor, for as found above, on the previous night Foreman Kubicki had bought him drinks while he sought unsuccessfully by promises and threats to induce Jachemczyk to withdraw from the Unions. Thus, even assuming that Jachemczyk's failure to report for work on August 29 was due to drunkenness, it stretches credulity beyond belief that his discharge reasonably could have been motivated thereby. Significantly, Malewski's letter to Jachemczyk contains no reference to past or recent intoxication by Jachemczyk as the reason for his discharge. I further note that in contrast with the Respondent's past tolerance Jachemczyk's propensity to strong drink, on August 30, when Jachemczyk attempted to excuse his prior day's absence as due to illness, the Respondent not only made no effort to verify the truth of Jachemczyk's claim, but it also refused to permit him to be examined by its own doctor. Finally, I note that the Respondent adduced no testimony to support the assertions in Malewski's letter that Jachemczyk's absence on August 29 "caused [it] to fall behind fixed production schedules," or that it caused any "loss of business [or] other related problems." I conclude from all the foregoing that no credence can be placed in the Respondent's assertions that it fired Jachemczyk on August 29 for drunkenness, or because he failed to come to work on that day. 36/

36/ I also place no credence in Zajac's vacillating and lame attempts to explain why, in the light of Jachemczyk's long history of a propensity to strong drink and intoxication, the Respondent had tolerated it in the past, but assertedly fired him for it on August 29.

This leaves for consideration the remaining "enlarged" reasons for Jachemczyk's discharge which the Respondent asserted for the first time in its answer to the complaint and/or at the hearing in this case. According to Zajac's record in evidence (Respondent's Exhibit 1), the last time that Jachemczyk came to work late was June 11, 1972, or 2 1/2 months before he was fired. In the light of that record, I regard the assertion that Jachemczyk's discharge was motivated by "excessive lateness" as an another incredible pretext.

The Respondent adduced no testimony of "poor performance of duties" by Jachemczyk, none of "late deliveries," tardiness in performing tasks within the shop," or of any "threatening of the manager of the premises." I therefore regard the assertion of these reasons for Jachemczyk's termination as further indicia of the Respondent's effort to obfuscate and conceal its real motivation for his dismissal. Finally, the only testimony of any arguments between Jachemczyk and fellow employees was that of Kubicki regarding two incidents, both of which occurred more than a year before Jachemczyk's discharge, and which thus obviously could not have motivated his later termination.

In Shattuck Denn Mining Corporation v. N. L. R. B., ^{37/} the Court of Appeals aptly said as follows:

Nor is the trier of the fact -- here the trial examiner -- required to be more naïf than is a judge. If he finds that the stated motive for a discharge is false, he certainly can infer that there is another motive. More than that, he can infer that the motive is one that the employer desires to

^{37/} 362 F. 2d 466, 470 (C.A. 9).

conceal -- an unlawful motive -- at least where, as in this case, the surrounding facts tend to reinforce that inference. [Emphasis supplied.]

In this case, the real motive for Jachemczyk's discharge is quite obvious. On August 23, despite the prior unfair labor practices of the Respondent, four employees, a bare majority, voted at a Board election to designate the Unions as their collective bargaining representative. The Respondent knew the identity of the four employees who voted for the Unions, and it apparently was under the impression that it could negate the effects of the adverse vote if it could persuade one or more of those who voted for union representation to withdraw from the Unions. On August 28, the day before Jachemczyk was fired, the Respondent, through Foreman Kubicki, sought by promises and threats to induce two of them, Jachemczyk and Mamelko, to accept a "last chance" to withdraw from the Unions. They rejected that "last chance," and were ominously warned by Kubicki, "God help you." The following day, Jachemczyk's absence provided the Respondent with a pretext to discharge him, and to thereby eliminate the Unions' majority of one. This clearly was the reason for Jachemczyk's dismissal, for on August 31, when Kubicki brought Jachemczyk's final paycheck to the latter's house, Kubicki offered Jachemczyk another "last chance" to withdraw from the Union, an offer which clearly implied that Jachemczyk would be reinstated if he accepted. As previously noted, Jachemczyk rejected Kubicki's August 31 proposal.

I conclude from all the foregoing, including the timing of the summary dismissal of this long-time employee immediately after he refused to withdraw from the Unions, the pretextual reasons asserted for his dismissal, and the failure and refusal of the

Respondent to verify his claim of illness, that the real reason for Jachemczyk's discharge was his rejection of the Respondent's "last chance" request that he abandon the Union. I further find that the Respondent thereby discriminated against Jachemczyk to discourage union membership and engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

6. The General Counsel contends that the final paycheck of \$70 and change, given to Jachemczyk by Kubicki on August 31, was an overpayment of about \$40 for the one day of work which Jachemczyk performed on August 28, and that it therefore constituted "another unlawful grant of a benefit." ^{38/} I find no merit in this contention for Zajac credibly explained in precise detail that the check in question was not only for one day's pay, but also for extra delivery and mailing work performed by Jachemczyk on August 28, and in the preceding week. I therefore will recommend dismissal of the complaint to the extent that it is based on this contention.

7. After his discharge, Jachemczyk did not readily respond to the treatment of Dr. Maiko, and he consulted another physician who recommended that he enter a hospital. Jachemczyk complied, and he was released from the hospital on September 12. Two days later, Jachemczyk went to the Respondent's plant and asked Plant Manager Zajac for a "disability form." According to Zajac, whose testimony in this regard I credit, he told Jachemczyk that he was unfamiliar with and had no such forms, and he suggested that Jachemczyk go to the "unemployment" office which has all kinds of applications.

Based on the foregoing record, the complaint in this case (paragraphs 19(b) and 22) alleges and the General Counsel contends

^{38/} Brief p. 26.

that the Respondent refused to provide Jachemczyk with "application forms and denied him disability benefits under New York State Law" because of his union membership and support, and that thereby the Respondent violated Section 8(a)(3) and (1) of the Act. I find no merit in this allegation or contention. There is no evidence that the Respondent had "disability forms" in its possession which it refused arbitrarily or otherwise to give to Jachemczyk, and none that it "denied disability benefits under New York State Law" to Jachemczyk. I therefore conclude that the evidence fails to sustain these allegations of the complaint, and I will recommend their dismissal.

8. The Respondent's employees are covered by Blue Cross insurance for medical benefits. The cost of this insurance is borne equally by the Respondent and its employees. On September 22, Jachemczyk again returned to the plant and asked Zajac "about my Blue Cross." Zajac told Jachemczyk that he was no longer employed by the Respondent, and that it would not pay for his Blue Cross coverage.

Based on this testimony, the complaint in this case (paragraphs 19(a) and 22) alleges that since August 29, the Respondent has "denied medical benefits" to Jachemczyk because of his union membership and activities. I regard these allegations of the complaint as supererogatory. The only real issue in this regard was whether the Respondent fired Jachemczyk because of antiunion considerations or for cause. If the latter had been the reason for Jachemczyk's termination, the Respondent obviously owed him no obligation to provide or pay for his Blue Cross insurance. Conversely, if, as found above, Jachemczyk was discharged unlawfully, the Respondent is obligated to him not only for his Blue Cross coverage, but also

for backpay and all other incidents of his employment which he lost as a consequence of his unlawful termination. These are matters which properly belong in the compliance stage of proceedings before the Board, and not in unfair labor practice hearings. I therefore will recommend dismissal of the complaint in this regard.

9. Prior to the certification of the Unions as the collective bargaining representative of the Respondent's employees, it had been the annual practice of the Company to provide its employees with a substantial amount of overtime work during the 8-week period which preceded Christmas, and to thereby increase their preholiday earnings. ^{39/} Pursuant to this practice Pajak, a union supporter, worked an average of 13 1/2 hours of overtime per week during this 8-week period in 1970, and a 14 1/2 hours average in 1971. The like figures for union supporter Mamelko were over 28 hours per week in 1970, and 18 hours per week in 1971. ^{40/} The Respondent's employees who opposed union representation also worked substantial overtime hours in the preholiday seasons in 1970 and 1971. Kabat's average number of overtime hours during this period was 10 1/2 in 1970, and 9 in 1971; that of Purij was 13 hours in 1970, and 5 hours in 1971. ^{41/} In 1972, however, after the Unions were certified as the employees' representative, the

^{39/} As previously noted, the employees received straight time for all overtime hours worked, including those which exceeded 40 hours per week.

^{40/} Palka, who also supported the Unions, did not start to work for the Respondent until the week ending November 12, 1971, and he thereafter averaged 7 overtime hours per week before Christmas in that year.

^{41/} Foreman Kubicki, who also opposed the Unions, worked an average of 12 1/4 and 10 3/4 hours, respectively, per week in the preholiday periods in 1970 and 1971.

Respondent cut out almost all of the overtime work of the employees who had voted for the Unions, ^{42/} but continued, albeit at a reduced rate, to provide a substantial amount of overtime for its employees who had opposed the Unions. ^{43/}

The complaint in this case (paragraphs 16 and 22) alleges, and the General Counsel contends, that the Respondent disparately treated Pajak, Palka and Mamelko by giving them less overtime work during the preholiday period in 1972 than they "formerly" had, and "normally" would have, received; that it engaged in this disparate treatment because these three employees joined and assisted the Unions; and that the Respondent thereby engaged in unfair labor practices within the meaning of Section 8(a)(3) and (1) of the Act.

As noted above, the Respondent's payroll records clearly disclose that the proponents of the Unions employed by the Respondent not only received less overtime work in the preholiday season of 1972 (after certification of the Unions) than they had received in prior years, but also that to the extent that overtime work was given during this period to any employees, it was, with minor exceptions, assigned solely to the Respondent's antiunion employees. Viewed in the light of the Respondent's prior unfair labor practices to defeat the Unions at the Board election, and those in which it later engaged to dissipate the Union's majority, a persuasive prima facie

^{42/} During this entire 8-week period in 1972, Pajak received no overtime work at all, Mamelko was given 3 hours of overtime work during the week ending December 18, and Palka had a total of 7 hours of overtime work. As previously noted, Jachemczyk previously had been fired.

^{43/} Kabat got 23 hours of overtime work during this period in 1972, Purij was given 40 1/2 hours of work, and Kubicki, 35 1/2 hours.

All of the foregoing statistics are based on the Respondent's payroll records in evidence.

case is established that the disparate treatment which was accorded to the prounion employees was motivated by antiunion considerations.

In this regard, the Respondent's answer (paragraph 7) states as follows:

The volume of work for the last two months of 1972 was considerably less than any in past years. Work assignments and overtime assignments were allocated on the basis of seniority and on the basis of type of work available. Employees, Pajak and Palka, had less seniority than employees who worked overtime, and employee, Mamelko, was not qualified to perform the type of overtime work that was available. The overtime work that was available during these months was substantially less than overtime work that was available in past years. The actual overtime work that was performed during these months was negligible and minute and contained no relevancy to overtime work in past years.

In respect to these contentions, the Respondent's brief (p. 10) also states as follows:

When the employees voted to unionize, the management of Respondent anticipated that it would quite likely have to discontinue business for economic reasons, and its actions were governed accordingly. Respondent subsequently refused to take on large printing jobs under the assumption that it would not be able to meet its commitments.

The only evidence, oral or documentary, adduced by the Respondent to support these assertions was the testimony of Plant Manager Zajac that in November 1972, he refused to accept an order from Columbia University to publish a monthly publication

"because I was unable to perform this work in the proper time that I should do that," and that he also refused on an undisclosed date to print a "journal" for the Polish National Home. The Respondent produced no sales records, although such admittedly were available, to support the contention that a lower volume of work in 1972 was responsible for the Respondent's disparate assignment of overtime work. I infer therefrom that the records, if produced, would not have supported the Respondent's contention that less business in 1972 than in 1970 and 1971 required the virtual elimination of overtime work for Pajak, Mamelko, and Palka. ^{44/} Moreover, the Respondent adduced no evidence regarding the type of work which was available and done in 1972, and none which even remotely suggests that Mamelko was incapable of performing the work that was done in that period. I note in this regard that in 1970 and 1971, Mamelko put in more overtime hours than all the other employees, including those with greater seniority; that in 1970 and 1971, Pajak received as much overtime work as employees with greater seniority; and that even Palka, then a new employee, was also given substantial overtime work in 1971.

Moreover, even assuming arguendo that the Respondent did less business in 1972 than in prior years, and therefore had less overtime work available during the 1972 pre-Christmas season, this resulted solely from the Respondent's intended and unlawful design to discourage continued support of the Unions by its employees. The Respondent was under no financial compulsion to refuse to take on the additional business it admittedly refused to accept which it now urges as a defense to the charge of discrimination in

^{44/} See fn. 24, supra.

respect to overtime work assignments. Thus, with the single exception of Jachemczyk who had been fired in August, the Respondent employed the same complement of employees before Christmas in 1972 that it had in 1971; paid them the same wage rates which had prevailed prior to the certification of the Unions; and it still paid them straight time pay for all overtime work. The Respondent asserts that it refused to take on the extra work because it was phasing out its business, but I place no credence whatsoever in this assertion. As previously noted, the Respondent is a wholly owned subsidiary which was established by PNA to publish and mail an official organ to its members who carry insurance with PNA. PNA sets the rates which it pays Respondent for this service, and if the latter operates at a loss, ^{45/} it is probably due to PNA's failure to pay the Respondent a sufficient rate for the work the Respondent performs for it. ^{46/} In any event, PNA admittedly subsidizes the Respondent, and it is not contended that PNA is financially unable to do so. Notwithstanding the Respondent's self serving statements that it was phasing out its business, it is still operating with the same employees, and still publishing and mailing for its parent company PNA, the only Polish newspaper on the East Coast. There is no probative evidence in the record that it will not continue to do so.

I am persuaded by all the foregoing that the going out of business statements by the Respondent to its employees, its refusal to take on a few outside printing orders, and the virtual elimination of pre-Christmas over-time work for the prounion employees

^{45/} The Respondent offered no records to support this assertion.

^{46/} As previously noted, PNA fixes the rate which it pays Respondent for its services.

in 1972, all were motivated to discourage adherence to the Unions and to induce its employees to withdraw therefrom. I accordingly find that by failing to assign overtime work to Pajak, Mamelko and Palka in 1972, the Respondent engaged in discrimination to discourage union membership, and thereby further violated Section 8(a)(3) and (1) of the Act.

E. The Respondent's Failure and Refusal
to Bargain with the Unions in Good
Faith

1. The bargaining sessions

As previously noted, the Unions were certified on September 11 as the exclusive collective bargaining representative of the Respondent's employees. After the certification, an exploratory meeting took place on about October 16 between Julius Seide, the business representative of Pressmen's Local 51, Edward McGuiness of Typographer's Local 6, and Respondent's attorney Malewski. Malewski asked the Unions' representatives what they sought in respect to wages, hours, benefits, and other contract terms. Seide and McGuiness informed Malewski of the Unions' standards in these respects, and told him that they were willing to "give the company [three years] time to reach the full status of our full contract," and that if "that was too big a hardship we would consider a little longer time." Malewski said that he would take the information back to the Company and discuss it with them, and that "any final negotiations would have to be approved by PNA, because this [Respondent] was a subsidiary owned by the PNA."

On November 14, the first formal negotiation meeting between the parties took place at PNA headquarters. The Unions were represented by Seide and McGuiness, and the Respondent by Malewski,

Glowacki, Malinowski, and Zajac. Seide and McGuiness repeated the terms of the contract which the Unions sought, and offered the Respondent 3 years "to bring the salaries up" from their present level to the Unions' standards. Respondent's representatives replied that "they could not possibly meet this kind of a contract in three years." Seide and McGuiness then offered to allow the Respondent 4 years to meet the Unions' standards, and that if that "was too much of a hardship, we'd be willing to go as high as five years to reach a full contract," with equal periodic increases every 6 months to bring the rate up to \$261 per week at the end of 5 years. The Respondent's response to this proposal was that they would present it "to the executive board of the Polish National Alliance, and that they would notify the Unions after that board held its meeting."

On November 28, the second and last formal negotiation meeting between the parties took place at PNA headquarters. It was attended by the same persons who were at the previous meeting. The Unions were notified by the Respondent that "the Polish National Alliance the night before had voted to close Czas Publishing Company." Malewski and Glowacki told the Unions' representatives "that they were going to phase out the work and close it, [but] no date was given . . . of when the firm would be closed." They also told the Unions that in view of the decision "to close the company," "they couldn't negotiate any further."

Since November 28, there have been no further contract negotiations between the Respondent and the Unions. In January 1973, during a discussion of employee grievances between Seide and Malewski, the latter repeated in the presence of employees that "the company was going to be closed and phased out." On February 5, 1973, Seide called Malewski and reported that one Joseph Wolf

(of J & W Newsprint who purchases printing plants) "was interested in buying the plant" and in keeping "it going the way it was." Malewski said he would have to take it up with PNA's executive board, and that he would let Seide know if they were interested in selling it. Since that date, Seide has not been contacted by Malewski. 47/

2. The unilateral cessation of the employees' Christmas bonus

Prior to the advent of the Unions, it had been the annual practice of the Respondent to give its employees a cash bonus for Christmas in mid-December. In 1970 and 1971, the amount of that bonus was \$50 to each employee. In 1972 however, without notice to or consultation with either its employees or the Unions, the Respondent admittedly failed to pay any Christmas bonus to its employees.

3. The Respondent's direct negotiations with its employees

On January 3, 1973, Glowacki visited the Respondent's plant, expressed his regrets to the employees that he had been unable to visit them before Christmas, and wished them a Happy New Year. Glowacki then told the employees that the Respondent could not afford to, and would never, sign a union contract, and that the employees could forget about the Unions. He further said that he and the employees could "still sit down by the table and talk it over, [and] we could settle the matter by ourselves." Mamelko asked Glowacki "whether Jachemczyk will be taken back to work." Glowacki replied, "It may be arranged. It's possible." 48/

47/ All the findings in this section of the decision are based on Seide's uncontroverted testimony which is credited in these respects.

48/ The findings above are based on the credited testimony of Pajak and Palka which was not controverted by Glowacki.

On January 30, 1973, a meeting took place at PNA headquarters between Glowacki, Mamelko and Jachemczyk. According to the credited testimony of Jachemczyk, Respondent's counsel Malewski was also present. Glowacki told Mamelko and Jachemczyk that he understood that the Unions didn't have jobs for them. Mamelko and Jachemczyk acknowledged that they knew that. Glowacki then said that the Respondent had "plenty of jobs," that he had "five books to print," but before he accepted the orders to print them, he had to know whether they were "going to withdraw from the Union." Mamelko and Jachemczyk replied that they could not answer Glowacki without first talking to Pajak and Palka, the other two employees who had signed union cards. ^{49/}

On February 3, 1973, Glowacki met at PNA headquarters with Jachemczyk, Mamelko, Pajak and Palka. According to the credited testimony of Pajak and Palka, Glowacki told the three present and one former (Jachemczyk) employees, all of whom supported the Unions, that "we could settle the matter by ourselves"; that "we should withdraw from (sic) our applications from the Union"; that "the Union is not offering you any jobs. You could work right at Czas Publishing. We have a lot of books -- we have about five books to print, and I have to tell those customers if -- whether I am going to take these books or not, but you have to first withdraw from the Union." Glowacki further told the employees that if they "pull out of the Union," he would give them a 15 percent raise, 7 1/2 percent retroactive to July 1, 1972, and the other 7 1/2 percent on July 1, 1973; that he would give them 10 days of sick pay

^{49/} The findings above are based on Jachemczyk's testimony which I credit in these regards. Glowacki's version of this meeting did not accord with Jachemczyk's, but I regard Glowacki's testimony as unreliable in most respects, and I credit him in this regard only to the extent that his version agrees with Jachemczyk's credited testimony above.

for which they would be paid at the end of the year if it was not used; and that Respondent would pay the entire cost for their Blue Cross insurance. He told them also that Respondent would pay them time and a half for overtime after 40 hours of work. The employees told Glowacki that they wanted to discuss it by themselves. Glowacki absented himself temporarily from the meeting and when he returned, the employees told him that they wanted to discuss the matter with Mr. Seide, the union representative. Glowacki replied, "Think it over, or else it's possible that Czas will be closing . . . give us an answer as quickly as possible for time is short." The next day, Mamelko notified Glowacki that the employees decided that they would not withdraw from the Unions. 50/

On Monday, February 26, 1973, Glowacki came to the Respondent's plant and told Foreman Kubicki that "he had a very sad story," and that in "maybe two, three weeks," "we must close the shop." On February 28, 1973, Foreman Kubicki told employees Pajak and Mamelko, "we must do something," because if "the shop is closed, you have no work, the Union will not guarantee you work, and we all losing jobs and it is very bad situation now." Pajak told Kubicki, "All right. I agree if they [the Respondent] sign for [agree to] all the demands." Foreman Kubicki then called Glowacki and "told him . . . the story," and Glowacki said, "Show me what you want, your demands, and I see." Foreman Kubicki then told Pajak

50/ The findings above are based on the credited testimony of Pajak and Palka. Glowacki's version of this meeting did not accord with that of Pajak and Palka which I have credited above. For the reasons previously stated, I credit his testimony in respect to this meeting only to the extent that it accords with my findings above.

"to write everything on a piece of paper what we want, because I agree personally, too." Pajak then prepared a written list of the demands in Polish which he gave to Foreman Kubicki, and the latter then brought it to Glowacki at PNA headquarters. ^{51/} Glowacki looked over the demands and said, "This is not bad. I agree. I accept this story." Kubicki then left Pajak's list of demands with Glowacki to be typed and he returned to the plant. About an hour later, Glowacki telephoned Kubicki and told him that his "copy" was ready. Kubicki then went back to PNA, picked up a proposed contract which Glowacki's secretary had prepared, and returned with it to the plant. The proposed contract thus given to Kubicki by Glowacki ^{52/} was not merely a copy of Pajak's demands, for it contained the following introductory paragraph which was not in Pajak's written list of demands:

To the Directors of the Weekly "Czas"

After thorough consideration of the situation existing in our Corporation, we hereby request you to accept our conditions, so that the Institution, built by our forefathers, shall not close, so that many families may not lose their jobs. These conditions shall be retroactive from July 1, 1972, to July 1, 1975, a three year period. ^{53/}

^{51/} Respondent's Exhibit 6. See also the official interpreter's translation.

^{52/} See General Counsel's Exhibit 2.

^{53/} Kubicki, a witness for the Respondent testified, "I get (sic) this language from Mr. Glowacki." Glowacki to the contrary testified that this language was suggested by Kubicki, and that these "were Kubicki's words." From my observation of both these witnesses on the stand, I am convinced that no credence can be given to Glowacki's testimony in this regard, for this was language which Glowacki, an editor, and not Kubicki, a printing shop foreman, would use.

The proposed contract given by Glowacki to Kubicki also had the following final language which did not appear in Pajak's list of demands:

The above agreement becomes effective within five days from signing such, which shall be March 5, 1973. In addition, two of the demands in Pajak's list (numbers 5 and 7), a Christmas bonus of \$75, and a provision for the "Foreman to manage the printing shop," were omitted from the proposed agreement given by Glowacki to Kubicki for signature by the Respondent's employees. Foreman Kubicki brought this proposed agreement back to the shop and said to the employees, "Listen everybody, before you sign, everybody agree with the contract." Then he, Mamelko, Pajak and Purij signed the proposed contract and Kubicki returned to PNA and gave it to Glowacki. ^{54/}

4. Concluding findings in respect to the Respondent's failure and refusal to bargain in good faith with the Unions

The complaint in this case alleges that the Respondent negotiated in bad faith with the Unions with no intention to enter into any final or binding agreement, that it unilaterally cancelled its employees' Christmas bonus without notice to or bargaining with

^{54/} The findings in the foregoing paragraph are based on the credited testimony of Foreman Kubicki, a witness for the Respondent. Glowacki's version regarding the manner in which the proposed contract between the Respondent and its employees came into being differed substantially from Kubicki's, but I credit Glowacki in this regard only to the extent that his testimony agrees with that of Kubicki which I regard as reliable and have credited above.

the Unions, that it bargained directly and individually with its employees, and that it thereby engaged in a failure and refusal to bargain in good faith with the Unions within the meaning of Section 8(a)(5) of the Act.

Section 8(a)(5) of the Act provides that it is an unfair labor practice for an employer to refuse to bargain collectively with the representative of his employees. The term "bargain collectively" is defined in Section 8(d) of the Act as:

the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment . . . but such obligation does not compel either party to agree to a proposal or require the making of a concession.

The determination of whether an employer bargains in good faith in a sincere effort to reach an agreement as required by the Act, or merely engages in "surface bargaining" as a cloak to conceal an intention not to reach agreement, is one which requires an assessment of motivation. ^{55/} As stated by the Board in the "M" Systems, Inc., case, supra, at p. 547:

Good faith, or the want of it, is concerned essentially with a state of mind. There is no shortcut to a

^{55/} See e.g. N. L. R. B. v. Insurance Agents' International Union, AFL-CIO, 361 U.S. 477; N. L. R. B. v. Reed and Prince Manufacturing Company, 205 F. 2d 131 (C.A. 1), cert. denied 346 U.S. 887; N. L. R. B. v. Herman Sausage Company, Inc., 275 F. 2d 229 (C.A. 5); "M" Systems, Inc., 129 NLRB 527.

determination of whether an employer has bargained with the requisite good faith the statute commands. That determination must be based upon reasonable inference drawn from the totality of conduct evidencing the state of mind with which the employer entered into and participated in the bargaining process. The employer's state of mind is to be gleaned not only from his conduct at the bargaining table, but also from his conduct away from it -- for example, conduct reflecting a rejection of the principle of collective bargaining or an underlying purpose to bypass or undermine the Union manifests the absence of a genuine desire to compose differences and to reach agreement in the manner the Act commands. All aspects of the Respondent's bargaining and related conduct must be considered in unity, not as separate fragments each to be assessed in isolation.

Applying the foregoing principles to the Respondent's total course of conduct in this case, it is fairly evident, that the Respondent failed and refused to bargain in good faith with the Union, as required by the Act. I base this conclusion on the following considerations:

As found above, the Respondent vigorously opposed the advent of the Union in its plant. This state of mind, although in itself perfectly lawful, was made manifest to the Respondent's employees by conduct which, as found above, constituted unfair labor practices within the meaning of Section 8(a)(1) of the Act. Thus, to discourage support of the Unions at the forthcoming Board election, the Respondent unlawfully interrogated its employees as to whether and why they supported the Unions, threatened that it could not, and would not, sign a union contract; threatened to go out of business if

the employees designated the Unions as their representative; invited prounion employees to quit the Respondent's employ; solicited employees, with the grant of a raise and the promise of additional wage raises and other benefits, to withdraw from the Unions; negotiated directly with employees to give them wage increases and other benefits if they withdrew from the Unions; and threatened to discharge employees after and if the Unions lost the Board election. Thereafter, after the Unions nevertheless won the Board election, the Respondent again unlawfully continued to threaten its employees with plant closure and other reprisals; discriminated against two employees by laying them off, against a third employee by firing him, and against three employees by the disparate withholding of assignments to overtime work, all because they supported the Unions; and continued, by promises of wage increases and threats of plant closure, to solicit employees to withdraw from the Unions.

Viewed in this context, the Respondent's course of conduct at the bargaining table reflects an attitude unreconciled to the principles of good faith bargaining embodied in the Act. Thus, the Respondent participated in only two formal negotiation sessions with the Unions, it merely inquired about, and was informed of, the contract terms which the Unions sought, made no counterproposal whatsoever, and then notified the Unions that it had decided to phase out the work and close the Respondent's plant, and therefore "couldn't negotiate any further." As found above, the Respondent did not really intend to go out of business, for at the same time and thereafter, it attempted by like statements to its employees, and by promises of wage increases and other benefits, to solicit its employees to withdraw from the Unions and thus undermine the Unions' support. Significantly, no like offer was made by the

Respondent to the Unions during or after their bargaining sessions. Viewed in this context, it is quite apparent that the Respondent failed and refused to bargain in good faith with the Unions with a sincere desire to reach agreement, that it engaged in mere surface bargaining, and that it thereby engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

As previously noted, the complaint in this case also alleges that the failure of the Respondent to pay the 1972 Christmas bonus without bargaining with the Unions was motivated by antiunion considerations and violated Section 8(a)(1), (3) and (5) of the Act. The Respondent's only explanation for the failure to pay this bonus is the one, discredited above, that it was going out of business. It offered no records to support an inability to pay the bonus, and none that it gave notice to and/or bargaining with the Unions before it took this action. In the light of the prior unlawful conduct of the Respondent to dissuade its employees from continuing to support the Unions, I find that action of the Respondent was likewise so motivated, and that it thereby engaged in further unfair labor practices within the meaning of Section 8(a)(1), (3) and (5) of the Act. ^{56/}

As noted above, the complaint finally alleges that Respondent further violated Section 8(a)(5) of the Act by dealing directly and individually with its employees regarding wages, hours and other terms and conditions of their employment. Section 8(a)(5) of the Act makes it the duty of the employer to bargain collectively with the chosen representatives of his employees. In this case, the Unions had been certified by the Board as such representative.

^{56/} Toffenetti Restaurant Company, Inc., 136 NLRB 1156, 1165-1166, enf'd 311 F. 2d 219 (C.A. 2), cert. denied 372 U.S. 977, rehearing denied 373 U.S. 919.

This obligation being exclusive (see Section 9(a) of the Act), it exacted the negative duty to treat with no other. ^{57/} Contrary to that obligation, the Respondent clearly engaged in direct individual negotiations with its employees regarding wage increases, and other terms and conditions of employment. It thereby clearly failed to comply with its statutory obligation to bargain only with the Unions as the exclusive bargaining agent of these employees. I therefore find that it thereby engaged in further unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of the Respondent set forth in section III, above, occurring in connection with the operations of the Respondent described in section I, above, have a close, intimate and substantial relation to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent terminated the employment of Stefan Jachemczyk and thereafter failed and refused to reemploy him because he engaged in union and concerted activities protected by the Act, I will recommend that the Respondent be ordered to

^{57/} N. L. R. B. v. Jones & Laughlin Corp., 301 U.S. 1, 44; Medo Photo Corp. v. N. L. R. B., 321 U.S. 678, 683-684.

offer him immediate reinstatement to his former position or, if it no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings he may have suffered by reason of the discrimination against him by the payment to him of a sum of money equal to the amount he normally would have earned from the date of his termination to the date of reinstatement, less his net earnings during said period, with backpay computed on a quarterly basis in the manner established by the Board. ^{58/}

Having further found that the Respondent limited Miczyslaw Pajak and Adam Palka to one day of work a week in August and September 1972, because they engaged in union activities protected by the Act, I will recommend that the Respondent be ordered to make them whole for their loss of earnings during the said layoffs by the payment to each of them of the amount he normally would have earned during the said periods of layoff with interest at the rate of 6 percent per annum.

Having also found that the Respondent withdrew overtime assignments in November and December 1972, from Miczyslaw Pajak, Adam Palka, and Marion Mamelko to discourage their support of and adherence to the Unions, while at the same time providing substantial overtime work to its employees who opposed union representation, I will recommend that the Respondent be ordered to make the said employees whole for their loss of earnings which resulted from the said discrimination by the payment to each of them of the amount he would have earned if the available overtime work had been evenly distributed, together with interest at the rate of 6 percent per annum.

^{58/} F. W. Woolworth Company, 90 NLRB 289; backpay shall include the payment of interest at the rate of 6 percent per annum to be computed in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716.

Having also found that the Respondent withdrew overtime assignments in November and December 1972, from Miczyslaw Pajak, Adam Palka, and Marion Mamelko to discourage their support of and adherence to the Unions, while at the same time providing substantial overtime work to its employees who opposed union representation, I will recommend that the Respondent be ordered to make the said employees whole for their loss of earnings which resulted from the said discrimination by the payment to each of them of the amount he would have earned if the available overtime work had been evenly distributed, together with interest at the rate of 6 percent per annum.

I will also recommend that the Respondent preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze and determine the amounts of back-pay due under the terms of this recommended remedy.

Having further found that the Respondent withdrew its annual Christmas bonus of \$50 from its employees without notice to or consultation with the Unions because they designated the Unions as their collective bargaining representative, I will recommend that the Respondent be ordered to reimburse its employees by paying to them the amount of the said bonus with interest at the rate of 6 percent per annum.

Having further found that the Respondent has failed and refused in good faith to bargain collectively with the Unions as the exclusive representative of the employees in the appropriate unit, I will further recommend that the Respondent be ordered to bargain collectively, upon request, with the Unions as the exclusive representative

of the employees in the appropriate unit, and, if an understanding is reached, to embody such understanding in a signed agreement.

In order to insure that the employees in the appropriate unit will be accorded the services of their selected bargaining agent for the period provided by law, it shall be construed that the initial year of certification begins on the date the Respondent commences to bargain in good faith with the Unions as the recognized bargaining representative in the appropriate unit. ^{59/}

Respondent's numerous unfair labor practices indicate a general attitude of opposition to the purposes of the Act; accordingly, a broad cease-and-desist order is necessary and appropriate to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, I make the following:

Conclusions of Law

1. Respondent, Czas Publishing Co., Inc., is an employer engaged in commerce and in operations affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. New York Typographical Union #6, International Typographical Union, AFL-CIO, and New York Printing Pressmen and Assistants' Union of North America, Local 51, are labor organizations within the meaning of Section 2(5) of the Act.

^{59/} See Mar-Jack Poultry Company, Inc., 136 NLRB 785; Commerce Company d/b/a Lamar Hotel, 140 NLRB 226, 229, enfd. 328 F. 2d 600 (C.A. 5), cert. denied 379 U.S. 817; Burnett Construction Company, 149 NLRB 1419, 1421, enfd. 350 F. 2d 57 (C.A. 10); Amax Aluminum Extrusion Products, Inc., 174 NLRB 1104.

3. The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All pressroom employees, pressmen, assistant pressmen, letterpress and offset employees, preparatory workers, platemakers, strippers, cameramen, all composing room employees, stonehands, linotype operators and composing room utility workers employed at the Respondent's Brooklyn plant, exclusive of bindery workers, clerical workers, guards and all supervisors as defined in the Act.

4. Since September 11, 1972, the above-named Unions have been the exclusive representative of the employees in the aforesaid unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

5. By negotiating with the Unions in bad faith and in a manner calculated to preclude the consummation of a final or binding collective bargaining agreement, by unilaterally without notice to or consultation with the above-named Unions, changing the terms and conditions of employment of the employees in the above-described unit by discontinuing existing benefits, and by bargaining directly and individually with employees in the unit described above for which the Unions are the exclusive collective bargaining representative, the Respondent has failed and refused to bargain collectively with the above-named Unions, and has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By terminating the employment of Stefan Jachemczyk, by the layoffs of Miczyslaw Pajak and Adam Palka, and by withholding

overtime work from Miczyslaw Pajak, Adam Palka, and Marion Mamelko, all because they engaged in union and concerted activities for mutual aid or protection guaranteed to employees by the Act, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.

7. By all the foregoing conduct, by coercively interrogating employees regarding their union sympathies, by soliciting employees, by promises of wage increases and other benefits and by threats of reprisal, to withdraw their support from the Unions, and by threatening employees with discharge, plant closure and other reprisals to discourage adherence to the Unions, the Respondent has interfered with, restrained and coerced its employees in the exercise of their rights guaranteed by Section 7 of the Act, and has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in this case, I hereby issue the following recommended: 60/

60/ In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, automatically become the findings, conclusions, decision and order of the Board, and all objections thereto shall be deemed waived for all purposes.

ORDER

Respondent, Czas Publishing Co., Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in and activities on behalf of New York Typographical Union #6, International Typographical Union, AFL-CIO and New York Printing Pressmen and Assistants' Union of North America, Local 51, or of any other labor organization, by discriminating in regard to hire or tenure of employment or any term or condition of employment.

(b) Coercively interrogating employees regarding their union membership, activities, or sympathies.

(c) Threatening employees with discharge, plant closure, or other reprisals, promising employees increased wages or other benefits, or in any like manner, soliciting them to withdraw from membership in, adherence to, or support of the above-named or any other union.

(d) Refusing to bargain collectively in good faith concerning rates of pay, wages, hours of employment, or other terms and conditions of employment, with the above-named Unions, as the exclusive representative of the employees in the following appropriate unit. The appropriate unit is:

All pressroom employees, pressmen, assistant pressmen, letterpress and offset employees, preparatory workers, platemakers, strippers, cameramen, all composing room employees, stonehands, linotype operators and composing room utility workers employed at the Respondent's Brooklyn plant, exclusive of bindery workers, clerical workers, guards and all supervisors as defined in the Act.

(e) In any other manner interfering with, restraining, or coercing employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist New York Typographical Union #6, International Typographical Union, AFL-CIO and New York Printing Pressmen and Assistants' Union of North America, Local 51, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8(a)(3) of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Offer Stefan Jachemczyk immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges enjoyed, and make him whole for any loss of pay he may have suffered as a result of the discrimination against him in the manner provided in the section of this Decision entitled "The Remedy."

(b) Make whole Miczyslaw Pajak, Adam Palka, and Marion Mamelko for the loss of pay they may have suffered as a result of the discriminations against them in the manner provided in the section of this Decision entitled "The Remedy."

(c) Reinstate the practice of giving its employees a cash bonus at Christmas time, and make its employees whole for the Christmas bonus which was withheld in 1972 in the manner provided in the section of this Decision entitled "The Remedy."

(d) Upon request, bargain collectively with New York Typographical Union #6, International Typographical Union, AFL-CIO and New York Printing Pressmen and Assistants' Union of North America, Local 51, as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and, if an agreement is reached, embody such understanding in a signed agreement.

(e) Post at its office and plant in Brooklyn, New York, copies of the notice marked "Appendix." ^{61/} Copies of said notice, on forms provided by the Regional Director for Region 29, after being duly signed by Respondent, shall be posted by it for a period of 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced or covered by any other material.

(f) Notify the Regional Director for Region 29, in writing, within 20 days from the date of the receipt of this Decision, what steps have been taken to comply herewith.

^{61/} In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

I further order that the complaint herein be dismissed insofar as it alleges violations of the Act other than those found above.

Dated at Washington, D.C. May 16, 1973.

/s/ Samuel Ross

Administrative Law Judge

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

AFTER A TRIAL AT WHICH ALL SIDES HAD THE OPPORTUNITY TO PRESENT THEIR EVIDENCE, THE NATIONAL LABOR RELATIONS BOARD HAS FOUND THAT WE VIOLATED THE NATIONAL LABOR RELATIONS ACT, AND HAS ORDERED US TO POST THIS NOTICE AND WE INTEND TO CARRY OUT THE ORDER OF THE BOARD.

The Act gives all employees these rights:

- To engage in self-organization;**
- To form, join or help unions;**
- To bargain collectively through a representative of their own choosing;**
- To act together for collective bargaining or other mutual aid or protection; and**
- To refrain from any and all these things.**

WE WILL NOT do anything that interferes with these rights.

More specifically,

WE WILL NOT discourage union activity or membership in NEW YORK TYPOGRAPHICAL UNION #6, INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO, and NEW YORK PRINTING PRESSMEN AND ASSISTANTS' UNION OF NORTH AMERICA, LOCAL 51, or any other labor organization by discriminating against you if you choose to engage in union activity or join any union.

WE WILL NOT coercively interrogate you regarding your union membership, activities or sympathies.

WE WILL NOT threaten you with business closure, discharge, or any other reprisal, or promise you increased wages or other

benefits, or in any like manner solicit you to withdraw from membership in, or support of, the above named or any other union.

Since it was decided that we violated the Act by terminating the employment of STEFAN JACHEMCZYK, by laying off MICZYSLAW PAJAK and ADAM PALKA, and by withholding overtime work from PAJAK, PALKA and MARION MAMELKO, WE WILL offer JACHEMCZYK reinstatement to his former job, and WE WILL reimburse all three of these employees for the losses they suffered as a result of our discriminations against them.

WE WILL also reinstate your Christmas bonus and reimburse you for the 1972 bonus which we cancelled without notice to or bargaining with the above-named Unions.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street - 4th Floor, Brooklyn, New York 11241, (tel. no. (212) 596-3535).

[Dated 8/27/73]

[D--7863
Brooklyn, N. Y.]

* * * * *

DECISION AND ORDER

On May 16, 1973, Administrative Law Judge Samuel Ross issued the attached Decision in this proceeding. Thereafter, the General Counsel and the Respondent filed exceptions and supporting briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, ^{1/} and conclusions of the Administrative Law Judge and to adopt his recommended Order, with the modifications noted below.

The Administrative Law Judge recommended that Stefan Jachemczyk, in addition to being offered reinstatement, be made whole only for loss of earnings suffered because of the Respondent's discrimination. We find that this remedial action fails to take into account the medical expenses suffered by Jachemczyk subsequent to his unlawful discharge which would have been reimbursed but for Respondent's discrimination. Accordingly, that portion of the Administrative Law Judge's Decision is modified so that the

1/ The Respondent and the General Counsel have excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an Administrative Law Judge's resolutions with respect to credibility

Respondent is required to reinstate Jachemczyk's health insurance coverage as part of his reinstatement, and to make him whole for any such medical expenses subsequent to his discharge, together with interest at 6 percent per annum. ^{2/}

In view of the limited ability of the employees to understand English, we shall order that the attached notice to the employees be posted in Polish, as well as in English.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge as modified below, and hereby orders that the Respondent, Czas Publishing Co., Inc., Brooklyn, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified.

1. Substitute the following for paragraphs 2(a) and (e):

"(a) Offer Stefan Jachemczyk immediate and full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges enjoyed, including his health insurance coverage; and make him whole for any loss he may have suffered as a result of the discrimination against him as provided in the

^{1/} (Continued) unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. Standard Dry Wall Products, Inc., 91 NLRB 544, enfd. 188 F.2d 362 (C.A. 3). We have carefully examined the record and find no basis for reversing his findings.

^{2/} Ramona's Mexican Food Products, Inc., 203 NLRB No. 102.

Administrative Law Judge's Decision, including medical expenses for which he would have been reimbursed under the health insurance plan but for the discrimination, together with 6 percent interest per annum.

"(c) Post at its office and plant in Brooklyn, New York, copies of the attached notice marked "Appendix." ^{3/} Copies of said notice, in both English and Polish, on forms provided by the Regional Director for Region 29, after being duly signed by Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material."

2. Substitute the attached notice for that of the Administrative Law Judge.

Dated, Washington, D.C. August 27, 1973.

Edward B. Miller, Chairman

Howard Jenkins, Jr., Member

Ralph E. Kennedy, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

^{3/} In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX
NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

After a trial at which all sides had the opportunity to present their evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act, and has ordered us to post this notice and we intend to carry out the order of the Board.

The Act gives all employees these rights:

- To engage in self-organization;
- To form, join or help unions;
- To bargain collectively through a representative of their own choosing;
- To act together for collective bargaining or other mutual aid or protection; and
- To refrain from any and all these things.

WE WILL NOT do anything that interferes with these rights.
More specifically,

WE WILL NOT discourage union activity or membership in New York Typographical Union #6, International Typographical Union, AFL-CIO, and New York Printing Pressmen and Assistants' Union of North America, Local 51, or any other labor organization, by discriminating against you if you choose to engage in union activity or join any union.

WE WILL NOT coercively interrogate you regarding your union membership, activities, or sympathies.

WE WILL NOT threaten you with business closure, discharge, or any other reprisal, or promise you increased wages or other

benefits, or in any like manner solicit you to withdraw from membership in, or support of, the above-named or any other union.

WE WILL, upon request, bargain collectively in good faith, with New York Typographical Union #6, International Typographical Union, AFL-CIO, and New York Printing Pressmen and Assistants' Union of North America, Local 51, as the exclusive joint representative of all employees in the unit described below for the purposes of collective bargaining, with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, upon request, embody such understanding in a signed agreement. The bargaining unit is:

All pressroom employees, pressmen, assistant pressmen, letterpress and offset employees, preparatory workers, platemakers, strippers, cameramen, all composing room employees, stonehands, linotype operators, and composing room utility workers employed at our Brooklyn plant, exclusive of bindery workers, clerical workers, guards, and all supervisors defined in the Act.

Since it was decided that we violated the Act by terminating the employment of Stefan Jachemczyk, by laying off Miczyslaw Pajak and Adam Palka, and by withholding overtime work from Pajak, Palka, and Marion Mamelko, **WE WILL** offer Jachemczyk reinstatement to his former job; and **WE WILL** reimburse all four of these employees for the losses they suffered as a result of our discriminations against them, including medical expenses suffered by Jachemczyk; and **WE WILL** reinstate Jachemczyk's health insurance coverage.

WE WILL also reinstate your Christmas bonus and reimburse you for the 1972 bonus which we canceled without notice to or bargaining with the above-named Unions.

CZAS PUBLISHING CO. , INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 16 Court Street, Fourth Floor, Brooklyn, New York 11241, Telephone 212--596-3535.

GENERAL COUNSEL'S EXHIBIT NO. 1(p)

[Dated 3/1/73]

ORDER CONSOLIDATING CASES, CONSOLIDATED
AMENDED COMPLAINT AND NOTICE OF CONSOLIDATED
HEARING

Upon a charge filed in Case No. 29-CA-3037 by Stefan Jachemczyk, an individual, herein called Jachemczyk, the General Counsel of the National Labor Relations Board, herein called the Board, by the undersigned Regional Director for Region 29, pursuant to Section 10(b) of the National Labor Relations Act, as amended, 29 U.S.C., Section 151, et seq., herein called the Act, and the Board's Rules and Regulations Series 8, as amended, Section 102.15, on November 10, 1972, issued a Complaint and Notice of Hearing, alleging that Czas Publishing Co., Inc., herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the Act; and

It now having been charged by Miczyslaw Pajak, an individual, herein called Pajak, in Case No. 29-CA-3221 that Respondent has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the Act, the General Counsel of the Board, by the undersigned Regional Director for Region 29, having fully considered the matter and deeming it necessary in order to effectuate the purposes of the Act, and to avoid unnecessary costs or delay

HEREBY ORDERS, pursuant to Section 102.33 of the Board's Rules and Regulations -- series 8, as amended, that these cases be, and they hereby are, consolidated.

Said cases having been consolidated, the General Counsel of the Board, on behalf of the Board, by the undersigned Regional Director, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations -- Series 8, Section 102.15 hereby issues this amended consolidated complaint and notice of hearing and alleges as follows:

1. The charge in Case No. 29-CA-3037 was filed by Jachemczyk on September 15, 1972, and served by registered mail upon Respondent on September 15, 1972.

The charge in Case No. 29-CA-3221 was filed by Pajak on January 18, 1973 and served by registered mail upon Respondent on January 18, 1973.

2. Respondent is, and has been at all times material herein, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

3. At all times material herein Respondent has maintained its principal office and place of business at 142 Grand Street, in the City of Brooklyn, and State of New York, herein called the plant, where it is, and has been at all times material herein, engaged in the performance of printing services, and related products.

4. During the year 1971, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations, performed services valued in excess of \$123,000, of which services valued in excess of \$15,000, were performed in, and for various enterprises located in, states other than the state wherein it is located; and of which services valued in excess of \$48,000 were performed for the Polish National Alliance of Brooklyn, a fraternal organization located within the State of New York, which annually performs services valued in

excess of \$50,000 outside the State of New York, and for other enterprises outside the state wherein the Respondent is located.

5. Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

6. New York Typographical Union #6, International Typographical Union, AFL-CIO, and New York Printing Pressmen and Assistants' Union of North America, AFL-CIO, Local 51, herein called Local 6 and Local 51, respectively, and collectively referred to as the Unions, are, and have been at all times material herein, labor organizations within the meaning of Section 2(5) of the Act.

7. (a) Peter Kubicki, Josef Glowacki and Kazimierz Zajac are, and have been at all times material herein, the foreman, secretary and manager, respectively, of Respondent, agents of Respondent and supervisors thereof, within the meaning of Section 2(11) of the Act.

(b) Mr. Brachachi is, and has been at all times material herein, an agent of Respondent, acting in its behalf.

8. All pressroom employees, pressmen, assistant pressmen, letter press and offset employees, preparatory workers, platemakers, strippers, cameramen, all composing room employees, stonehands, linotype operators and composing room utility workers employed at its Brooklyn plant, exclusive of bindery workers, clerical workers, guards and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

9. (a) On or about May 28, 1972, the Unions commenced a joint organizational campaign among the pressroom employees of the Respondent.

(b) On or about June 2, 1972, the Unions filed a joint petition with the Board in Case No. 29-RC-2003 for an election among the Respondent's employees in the unit described above in paragraph 8.

(c) On or about August 23, 1972, a majority of the employees of Respondent, in the unit described above in paragraph 8, by a secret election conducted under the supervision of the Regional Director for Region 29 of the National Labor Relations Board, designated and selected the Unions as their representative for the purposes of collective bargaining with Respondent, and on or about September 11, 1972, said Regional Director certified the Unions as the exclusive collective bargaining representative of the employees in said unit, and at all times since said date, the Unions, by virtue of Section 9(a) of the Act, have been and are now the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

10. On or about May 28, 1972, January 30, 1973 and February 3, 1973, and on various other dates presently unknown during the months of May through September 1972 and January and February 1973, Respondent, by Josef Glowacki and Kazimierz Zajac and Peter Kubicki, its secretary, manager and foreman, respectively, and agents and supervisors thereof, and by Mr. Brachachi, its agent, and by other agents and supervisors presently unknown, threatened its employees with discharge, with the closing of its plant, and that it would refuse to accept new business, and with other threats and reprisals, if they became or remained members of the Unions, and if they gave any assistance and support to them.

11. On or about May 28, 1972, and on various other dates presently unknown during the months of May through September 1972,

Respondent, by Joseph Glowacki, Kazimierz Zajac and Peter Kubicki, its secretary, manager and foreman, respectively, and supervisors and agents thereof, and by Mr. Brachachi, its agent, and by other agents and supervisors presently unknown, warned and directed its employees to refrain from becoming or remaining members of the Unions, and to refrain from giving any assistance or support to them.

12. On or about May 28, 1972, and on various dates presently unknown during the months of May through September 1972, the Respondent, by Joseph Glowacki and Kazimierz Zajac and Peter Kubicki, its secretary, manager and foreman, respectively, and its agents and supervisors, and by Mr. Brachachi, its agent, and by other agents and supervisors presently unknown, interrogated its employees concerning the employees' membership in, activities on behalf of, and sympathy in and for the Union.

13. On or about May 28, 1972, the Respondent, by Joseph Glowacki, Kazimierz Zajac and Peter Kubicki, its secretary, manager and foreman, respectively, and agents and supervisors thereof, and by other agents and supervisors presently unknown, gave the impression to employees that the Respondent kept under surveillance the meeting places meeting and activities of the Unions, and the concerted activities of its employees conducted for the purpose of collective bargaining and other mutual aid and protection.

14. (a) On or about June 5, 1972, and on various other dates presently unknown during the month of June 1972, Respondent, by its Secretary Glowacki, offered its employees job security to induce them to refrain from becoming or remaining a member of the Unions, and to refrain from giving any support or assistance to these labor organizations.

(b) On or about June 3, 1972, Respondent, by its Manager Zajac, offered, promised and granted its employees wage increases to induce them to refrain from becoming or remaining a member of the Unions, and to refrain from giving any support or assistance to these labor organizations.

(c) On or about June 3, 1972 and June 5, 1972 and on various other dates presently unknown in the months of June and July, 1972 and on or about January 30, 1973 and February 3, 1973 Respondent by its Secretary Glowacki offered, promised and granted to its employees wage increases, reimbursement for unused sick days and overtime pay after 40 hours and to induce them to refrain from becoming or remaining a member of the Unions, and to refrain from giving any support or assistance to these labor organizations.

(d) On or about June 29, 1972 Respondent, by its Secretary Glowacki, granted its employees a shift change to induce them to refrain from becoming or remaining a member of the Unions, and to refrain from giving any support or assistance to these labor organizations.

15. On or about August 23, 1972, the Respondent required its employees Pajak, Palka and Mamelko, who it believed had voted for the Unions in the election described in paragraph 9(b) above to remain at work although Respondent permitted other employees to receive paid time off from work.

16. During the period extending from on or about November 1, 1972 to on or about December 25, 1972, Respondent gave its employees Pajak, Palka and Mamelko, who it believed had voted for the Unions in the election, described in paragraph 9(b) above, less work than they formerly had received during this period and less work than they normally would have received during this

period by refusing to permit them to work overtime though it permitted other employees to work overtime.

17. Since on or about December 14, 1972 Respondent has failed and refused to pay employees their annual Christmas bonus.

18. (a) From on or about August 23 through August 27, 1972, August 28 through September 3, 1972, and September 5 through September 19, 1972, the Respondent laid off its employee, Miczyslaw Pajak.

(b) From on or about August 28 through September 11, 1972, and September 12 through September 17, 1972, the Respondent laid off its employee Adam Palka.

19. (a) Since on or about August 29, 1972 Respondent has denied medical benefits to its employee Stefan Jachemczyk.

(b) Since on or about August 29, 1972, Respondent has refused to provide him with application forms and has denied him disability benefits provided under New York State law, to its employee Stefan Jachemczyk.

20. On or about August 30, 1972, Respondent discharged its employee Stefan Jachemczyk.

21. Since the date of the discharge of employee Stefan Jachemczyk, as described above in paragraph 20, the Respondent has failed and refused to reinstate, or offer to reinstate, said employee his former or substantially equivalent position of employment.

22. The Respondent laid off its employees Pajak and Palka, as described above in paragraph 18, and discharged, and thereafter failed and refused to reinstate its employee Jachemczyk, as described above in paragraphs 20 and 21, and engaged in the conduct as described above in paragraphs 10 through 17 and 19, because

said employees joined and assisted the Unions and engaged in other concerted activity for the purpose of collective bargaining and mutual aid and protection.

23. On or about October 1, 1972, the Unions requested Respondent to recognize them as the exclusive collective bargaining representative of Respondent's employees in the unit described above in paragraph 8, and requested Respondent to bargain collectively with them as the exclusive collective bargaining representative of Respondent's employees in the unit described above in paragraph 8, with respect to rates of pay, wages, hours of employment and other terms and conditions of employment of such employees.

24. (a) On or about October 11, 1972, November 14, 1972 and November 28, 1972, and at various times thereafter, Respondent negotiated with the Unions in bad faith, and with no intention to enter into any final or binding collective bargaining agreement with them and on or about November 28, 1972 refused and since said date continues to refuse to negotiate with the Unions.

(b) On or about November 1, 1972, Respondent unilaterally changed the amount of overtime pay given to employees and on or about December 14, 1972, unilaterally cancelled employees' Christmas bonus and changed other terms and conditions of employment without prior notice to the Unions and without having offered them an opportunity to bargain with Respondent concerning such changes.

(c) On or about January 3, 1973, January 30, 1973 and February 3, 1973, Respondent bargained directly and individually with employees in the unit described above in paragraph 8 concerning rates of pay, wages, hours of employment, overtime pay,

reimbursement for unused sick days and other terms and conditions of employment.

25. Respondent engaged in the actions described above in paragraph 10 through 17 and 19 through 21 in order to undermine the Unions and to destroy their majority status among the employees in the unit described above in paragraph 8.

26. By the acts described above in paragraphs 10 through 22 and 24 and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

27. By the acts described above in paragraphs 14 through 22 and by each of said acts, Respondent discriminated and is discriminating in regard to the hire and tenure and terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, and thereby engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

28. By the acts described above in paragraphs 14 through 22, 24 and 25 and by each of said acts, Respondent refused to bargain collectively and is refusing to bargain collectively with the representatives of its employees, and thereby engaged in, and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

29. The acts of Respondent described above in paragraphs 10 through 22, 24 and 25 occurring in connection with the operations of Czas Publishing Co., Inc., described above in paragraphs 2,

3, 4, and 5 have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

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GENERAL COUNSEL'S EXHIBIT NO. 1(r)

ANSWER TO COMPLAINT

The deponents, JOSEPH GLOWACKI, KAZIMIERZ ZAJAC, PETER KUBICKI and JOSEPH B. BRACHOCKI, appearing in this matter, answer the complaint as follows:

1. Deponents deny making any threats to any employees on May 28, 1972, January 30, 1973, February 3, 1973 and on any other dates. Deponents advised employees that since Czas Publishing Co., Inc., had lost money in nine of the ten past years, it could not afford to pay union wages and, therefore, Czas Publishing Co., Inc. would be unable to continue in business and would, as a matter of economic necessity, have to close down its business. Deponents advised both union representatives, advised Mr. Coffey of the National Labor Relations Board and also advised all employees, that they were unable to continue negotiations and would begin to phase out their operation, by declining any new business and ultimately close down the entire operation. This notification was made formally and informally on many occasions and all concerned were notified, there being no threats of any kind made to anyone at any time.

2. Deponents categorically deny all statements contained in paragraph 11 of said complaint, deponents never directing any employees from becoming or remaining members of the unions and deponents never directing employees to refrain from giving any assistance or support to said unions.

3. Deponents categorically deny all statements contained in paragraph 12 of the complaint. Deponents have been operating what was in a sense a family business and have had discussions with

employees but never interrogated them regarding the union or any other organization.

4. Deponents catagorically deny all statements contained in paragraph 13 of said complaint. Deponents conducted no surveillance, never stated that such a surveillance was being conducted and never in any way referred to or discussed this subject.

5. Deponent, Joseph Glowacki, catagorically denies statements contained in paragraph 14(a). Deponent, Kazimierz Zajac, catagorically denies statements contained in paragraph 14 (b). As the manager, deponent having no authority, either personally or together with deponent, Joseph Glowacki, to offer raises or anything else to any employees, these offers being beyond the scope of their authority or power and being completely contrary to existing practice in effect at the premises. Deponent, Joseph Glowacki, catagorically denies all statements contained in paragraph 14(c) and 14(d). No such offers were ever made nor were any promises made to any employees at any time.

6. Deponents catagorically deny statements contained in paragraph 15. Work schedule was arranged on the basis of seniority and employee's type of work, type of work required to be performed and ability of employee to perform said work. No favoritism or discretion of any type was followed.

7. Deponents catagorically deny statements contained in paragraph 16 of the complaint. The volume of work for the last two months of 1972 was considerably less than any in past years. Work assignments and overtime assignments were allocated on the basis of seniority and on the basis of type of work available. Employees, Pajak and Palka, had less seniority than employees that worked overtime, and employee, Mamelko, was not qualified to

perform the type of overtime work that was available. The overtime work that was available during these months was substantially less than overtime work that was available in past years. The actual overtime work that was performed during these months was negligible and minute and contained no relevancy to overtime work in past years.

8. Deponents categorically deny statements contained in paragraph 17 of the complaint in that following their announcement to all concerned of their intention to close out the business and phase out all future work, no Christmas bonus could be paid since income being earned was inadequate to cover maximum expenses and was completely inadequate for purposes of paying bonuses. Also, new work was not being accepted and the business operation was being phased out.

9. Deponents categorically deny statements contained in paragraph 18(a) and 18(b), in that employees, Mieczyslaw Pajak and Adam Palka, were the employees with the least amount of seniority in the entire Company and available work was allocated to the employees with the greater seniority and experience, there being no work available for said employees, Mieczyslaw Pajak and Adam Palka.

10. Deponents categorically deny statements contained in paragraph 19(a) and 19(b) in said complaint. Deponents have never denied medical benefits to employee, Stefan Jachemczyk. Said employee, Stefan Jachemczyk, was instructed as to where to obtain said forms, did in fact obtain said forms, and did in fact file for and receive said medical benefits. Deponent discharged employee, Stefan Jachemczyk, because of habitual and frequent drunkenness, failure to appear at work, failure to perform services properly when appearing at work and failure to notify employer

concerning absence from work and a complete failure to perform obligations and responsibilities of employment. Deponents have refused to reinstate said employee, Stefan Jachemczyk, because his prior work record was completely unsatisfactory, services performed were unsatisfactory and employee was uncooperative, belligerent and threatening and otherwise guilty of improper behavior during his employment with this employer.

11. Deponents categorically deny all statements contained in paragraph 22. Employee, Stefan Jachemczyk, was discharged because of a long history of unsatisfactory employment, characterized by unexcused absences, by poor performance of duties, by a generally uncooperative attitude and by a generally improper and careless approach to equipment, materials, customers and all other aspects of his employment. Deponents' attitude and treatment of employees, Pajak and Palka, was first determined by the question of seniority, said employee, Pajak, being junior man of all employees, and employee, Palka, one of the junior men in his type of classification; second determining factor was the ability and experience of both of said employees; and third determining factor was the nature and type of work that was available in the respective categories in which said employees worked, deponents never discriminating or in any way showing favoritism regarding work assignments, all allocations of work, overtime, assignments and so forth, being determined by the amount of work being available, the seniority of the employees available to perform said work and the ability and experience of the employees to perform said work.

12. Deponents categorically deny statements contained in paragraph 24(a), (b) and (c). Deponents have always negotiated with both unions in good faith and have from the beginning advised the unions

that the financial structure of the employer did not permit deponents to enter into any union contract. Any and all meetings arranged were kept, all courtesies were extended and there has never been any one specific instance of bad faith demonstrated on the part of deponents. All decisions made by deponents pertaining to overtime, Christmas bonus, various conditions of employment, were predicated on the fact that deponent advised all concerned, that the business was being terminated, that no future work was being accepted, and that the operation of the Company was being phased out, and consistent with these objections, various actions were taken to carry out said future projective plans. Deponent, Joseph Glowacki, did meet with employees, said meeting being requested by said employees, being initiated by them and taking place at the home office of Polish National Alliance, the principal stockholder of the employer herein. The meeting was requested by the employees as fraternal members of the Polish National Alliance, which fraternal membership entitles said employees to request and demand such a meeting, which was the case here, and the request constituted a direct summary which could not be denied. Employees appealed the projected closing of the employer herein but were advised by deponent that he was prohibited by law from dealing with employees under these circumstances, their legal representative being the certified unions. Deponent, Joseph Glowacki, acted in his capacity as secretary of the Polish National Alliance and consistently refused to engage in any matters outside of the scope of his duties as secretary of said organization.

13. Deponents deny all of the statements contained in paragraphs 25, 26, 27, 28 and 29 of the complaint.

Since the certification of the two unions, deponents have at all times demonstrated good faith in their dealings with the unions and

their employees and deponents have not delayed or procrastinated in their dealings with the unions. After some negotiations, deponents immediately advised union representatives and employees that they could not afford to enter into a union contract, and consequently, a decision was made to close down. This decision was immediately communicated to union representatives, the National Labor Relations Board and all employees. Since this decision was reached, all activities of deponents have been geared towards the ultimate closing down of deponents' business. New work has been refused, old agreements have been dropped and there has been a general phasing out and reduction of deponents' activities. There has never been any stalling or delaying tactics engaged in by deponents, there has not been one single instance of bad faith on the part of deponents, and full and complete disclosure has always been made to all parties concerned. Work assignments, overtime allocations and available work has all been assigned on the basis of seniority, experience, ability and type of work available. There has been no discrimination against any employees, whether they be pro or anti union.

The facts are that the employer has maintained a losing operation for nine out of the past ten years, primarily on the grounds of an obligation to the community and the employees involved. This obligation would be impossible to continue on the basis of any projective increase that the union men would be entitled to through a negotiated contract. This fact has never been disputed. Therefore, on the grounds of simple economics, deponents have been forced to close their operation.

/s/ Joseph Glowacki

/s/ Kazimierz Zajac

/s/ Peter Kubicki

/s/ Joseph B. Brachocki

Sworn to before me this
9th day of March, 1973.

/s/ Alexander J. Malewski

Notary Public

State of New York

No. 24-7678875

Qualified in Kings County

Commission Expires March 30, 1974

STATE OF NEW YORK)
) ss.:
COUNTY OF KINGS)

JOSEPH GLOWACKI, KAZIMIERZ ZAJAC, PETER KUBICKI
and JOSEPH B. BRACHOCKI, being duly sworn, depose and say
that they are the deponents in the within proceeding; that they have
read the foregoing answer and that they know the contents thereof;
that the same is true to their own knowledge, except as to those
matters therein stated to be alleged on information and belief, and
that as to those matters, they believe it to be true.

/s/ Joseph Glowacki

/s/ Kazimierz Zajac

/s/ Peter Kubicki

/s/ Joseph B. Brachocki

Sworn to before me this
9th day of March, 1973.

/s/ Alexander J. Malewski

GENERAL COUNSEL'S EXHIBIT NO. 2

28go lutego 1973

Dyrekcja Spółki Wydawniczej i Czas
16 Grand Street
Brooklyn, N.Y. 11211

Szanowny Zarządzie:

Po szczegółowym rozważeniu sytuacji jako zaistniała w naszej korporacji, celem uratowania od zamknięcia instytucji budowanej przez naszych pionierów, uratowania wielu rodzin od utraty zajęcia, prosimy Dyrekcję Spółki Wydawniczej i Czas o przyjęcie poniżej podanych warunków które obowiązywałyby od 1go lipca 1972 r. do 1go lipca 1975 r., na okres trzech lat.

- 1 - 15% podwyżki pensji podzielenaj jak następuje - 7½% od 1go lipca 1972 r. do 1go lipca 1973 r., 7½% od 1go lipca 1973 r., następnie 7½% reszta podwyżki 15%.
- 2 - Tydzień pracy - 35 godzin, nadliczbowe godziny - 1½ extra.
- 3 - Ocasenie ubezpieczenie - Blue Cross.
- 4 - 10 dni chorobowego. Jeżeli pracownik nie wykorzysta 10-ciu dni, w końcu roku otrzymuje pensję za nie wykorzystane dni chorobowego.
- 5 - Wacacje - w pierwszym roku pracy - jeden tydzień, następną lata po dwa tygodnie do 5-ciu lat, od 5-ciu lat do 10-ciu lat - trzy tygodnie, od 10-ciu lat - osiem tygodni.
- 6 - Wypłacenie podwyżki od 1go lipca 1972 r. po podpisaniu umowy.
- 7 - Nie będzie dyskryminacja w stosunku do żadnego pracownika.
- 8 - Wielki Piątek, cały dzień wolny od pracy. Po pół dnia wolne od pracy na wigilje Bożego Narodzenia, wigilje Nowego Roku, wybory federalne.

Umowa powyższa wchodzi w życie w ciągu 5-ciu dni od podpisania takowej czyli z dniem 5go marca 1973 r.

To The Directors of the Weekly "Czas"

After thorough consideration of the situation existing in our Corporation, we hereby request you to accept our conditions, so that the Institution, built by our forefathers, shall not close, so that many families may not lose their jobs. These conditions shall be retroactive from July 1, 1972 to July 1, 1975, a three year period.

- 1 - 15% increase in salary - 7½% from July 1, 1972 to July 1, 1973; 7½% from July 1, 1973; total 15%.
- 2 - A week's employment shall consist of 35 hours; overtime-1½ extra
- 3 - Payment of Blue Cross.
- 4 - 10 days sick pay. If an employee does not use all 10 days, remainder shall be paid monetarily at end of year.
- 5 - Vacation - 1st year-one week; 2nd to 5th year-two weeks; 5th to 10th year-three weeks; from the 10th year-four weeks.
- 6 - Increase in salary shall be retroactive to July 1, 1972, after signing this agreement.
- 7 - There shall be no discrimination among any one employee.
- 8 - Official Days Off - Good Friday-Full day. Half days - Christmas Eve, New Year's Eve, Federal Elections.

The above agreement becomes effective within five days from signing such, which shall be March 5, 1973.

Peter Klubiak
William W. W. W.
L. Macys
Jurek

GENERAL COUNSEL'S EXHIBIT NO. 3

EVERGREEN B-1875

REG. NO. AM 0732203

*Michael G. Malko, M. D.*OFFICE HOURS:
3 TO 3 AND 7 TO 3 P. M.
EXCEPT THURS., SAT. AND SUN.164 NORTH 6TH STREET
BROOKLYN, N. Y. 11211NAME _____ AGE *8/29/72*
ADDRESS _____ DATE *8/29/72*

R

*Steve Juchaczynski
has been treated
for Rt. Rib pain.
He was unable to
work.*

McMann M. D.

NATIONAL LABOR RELATIONS BOARD
Docket No. _____ OFFICIAL EXHIBIT NO. *GC3*

Disposition

Dismissed

Rescinded ☒Rejected ☒

In the matter of _____

Date _____

Witness _____

Reporter _____

No. Pages _____

GENERAL COUNSEL'S EXHIBIT NO. 5

ALEXANDER J. MALEWSKI
Counselor at Law
657 Manhattan Avenue
Brooklyn, N. Y. 11222
EVERgreen 9-7668

August 29, 1972

Mr. Stefank Jachemczyk
229 Berry Street
Brooklyn, New York 11211

Dear Mr. Jachemczyk:

In view of your past history of frequent and unexcused absences from your job and finally because of your most recent absence on August 28th, 1972, coupled with your refusal to appear when personally contacted by a co-worker who was specifically sent to request that you appear, which actions on your part have caused your employer to fall behind fixed production schedules resulting in loss of business and other related problems, my office has been instructed to notify you that your services are hereby immediately terminated by your employer Czas Publishing Company for the reasons hereinbefore set forth.

Yours very truly,

/s/ Alexander J. Malewski, Esq.
Attorney for Czas Publishing Co.

cc: Mr. Zajac, Czas Publishing Co. Inc.
Mr. Howard M. McGuinness, N. Y.
Typographical Union #6, ITU, AFL-CIO
Mr. Seide, Local 51, Printing AFL-CIO
Mr. Coffen N. L. R. B. Region 29
Mr. Joseph Glowacki

RESPONDENT'S EXHIBIT NO. 6

1. 15% , odwyżka (7^{1/2}) od lipca 72 do 73 - do 73-7^{1/2}
2. 35 godz. pracy - Time 1^{1/2} po 35 godz.
3. Blue Cross - CATY
4. 10 ^{WORKING} (DAYS) CHOROŹ. jeśli nie wybr. - zapłacone pizy końcu Roku.
5. Christmas \$75.
6. Urlop - 2tyg. ~~do 5 lat~~ 3tyg. - do 10 lat 4tyg. - po 10 latach
7. Forman ~~rodzi~~ w drukarni
1. Zwrot różnicy od 1 lipca 1972
9. Nie ma dyskryminacji
10. Święto Wielki Piątek caty dzień
- Wigilia 1/2, New Year's Eve 1/2 Electa 1/2

do 1 lipca 75

NATIONAL LABOR RELATIONS BOARD

Docket No. _____ OFFICIAL EXHIBIT NO. 6

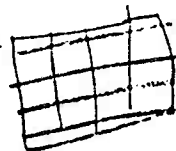
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Disposition

Identified

Received

Rejected



Feb. 28-1973

10 am.

Mr. Reebicki

In the matter of _____

Date 3-12

Witness _____

Reporter f.R

No. Pages

RESPONDENT'S EXHIBIT NO. 6
Translation

(7 1/2%) from July 72
to 73 from 73 - 7 1/2
[Material in blue]

1. 15% increase
2. 35 hrs. work - time 1 1/2 after 35 hrs.
3. Blue Cross - full
4. 10 working days sick pay. If not used up - paid at the end of the year.
5. Christmas \$75.00
6. Vacation - 2 wks. - 5 yrs. employment
3 wks. - until 10 yrs. employment
4 wks. - after 10 yrs. employment
7. Forman to manage the printing shop
8. Reimbursement of difference as of July 1, 1972
9. No discrimination
10. Holiday on Good Friday all day, X-mas Eve 1/2, New Year's Eve 1/2, Election 1/2

until July 1, '75

Translated by Richard Markiewicz
/s/ Richard Markiewicz

Feb. 28 - 1973
10 AM
Mr. Kubicki
[Material in blue]

[EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS]
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Twenty-Ninth Region

In the Matter of:

CZAS PUBLISHING CO., INC.

and

STEFAN JACHEMCZK,
an individual,

MICZYSŁAW PAJAK,
an individual.

Case Nos.

29-CA-3037

29-CA-3221

16 Court Street
Brooklyn, New York
March 12, 1973

The above-entitled matter came on for hearing, pursuant to
notice, at 11:10 o'clock a. m.

BEFORE:

Honorable SAMUEL ROSS, Administrative Law Judge

APPEARANCES:

VINCENT J. COFFEY, ESQ.

Brooklyn, New York, appearing
on behalf of the Counsel for the
General Counsel.

ALEXANDER J. MALEWSKI, ESQ.

657 Manhattan Avenue,
Brooklyn, New York, appearing
on behalf of the Respondent.

JULIUS SEIDE

200 Park Avenue, New York,
New York, Business Agent for
New York Printing, Pressman
& Offset Workers Union No. 51,
IPD & AU AFL-CIO.

* * * * *

PROCEEDINGS

JUDGE ROSS: Let's go on the record.

The hearing will be in order.

* * * * *

JUDGE ROSS: All right.

Do you wish to make an opening statement?

MR. MALEWSKI: Yes. May I be heard?

JUDGE ROSS: Yes.

MR. MALEWSKI: The Respondent, Czas Publishing Company, is a wholly-owned subsidiary of the Polish National Alliance.

This is very relevant to the issue because it explains the relationships which exist between Czas Publishing Company and the employees.

Basically it's a family-type of business. Seven employees. They have all been working there ten, eleven, twelve years.

The employees also are members of the Polish National Alliance. In addition to the fact that --

JUDGE ROSS: I know that we had a very famous case in the early days of the National Labor Act which involved the Polish National Alliance.

I think it was in the question of Commerce.

MR. MALEWSKI: That was in Chicago.

JUDGE ROSS: It went all the way up to the Supreme Court.

MR. MALEWSKI: The decision was, we were in commerce.

JUDGE ROSS: What is the nature of that organization?

MR. MALEWSKI: The Polish National Alliance, your Honor, is a Polish fraternal group which furnishes insurance, life insurance, hospitalization -- primarily life insurance to people of the Polish background. And, in addition to the insurance service which they offer, they operate a summer camp. They make mortgage loans.

They assist people in immigration problems.

10 They have a multitude of services which they perform for all members of the Polish National Alliance.

In this particular instance, all employees, in addition to being employees, were members of the Polish National Alliance.

Polish National Alliance is the principal stockholder of the Respondent, Czas Publishing Company.

For the last ten years the Czas Publishing Company has operated in the red.

The deficits have been made up by contributions from the Polish National Alliance.

The paper in the Czas Publishing Company -- translated, it is the Times, it's the Polish Times, so to speak.

It's the only Polish newspaper published in Brooklyn, New York; I believe also the City of New York.

It's the last remnant of the Polish culture in the field of journalism. And, for this reason, it's been subsidized the last ten years by the Polish National Alliance.

The relationship here between the Alliance and the employees has been of a father-son family-type relationship. ***

* * * * *

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JULIUS SEIDE

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

JUDGE ROSS: Be seated, please.

What is your name?

THE WITNESS: Julius Seide, S-e-i-d-e.

JUDGE ROSS: Your residence address, please?

THE WITNESS: Eight Silversmith Lane, Levittown, New York.

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JUDGE ROSS: Proceed.

DIRECT EXAMINATION

Q. (By Mr. Coffey) Mr. Seide, who do you work for?

A. I am employed by the New York Printing, Pressman and Offset Workers Union, Local 51.

Q. How long have you been working for them? A. Three years.

Q. In what capacity? A. Business representative.

Q. Can you tell us how the organization campaign at Czas Publishing Company began? A. Yes. Early in May Mr. Memelko came to my office --

Q. Mr. Seide, May of what year? A. May of 1972.

Q. All right. A. A Mr. Memelko came to my office.

JUDGE ROSS: These names are hard to get, and if you don't spell them we're going to have trouble with them.

Would you spell it, please?

THE WITNESS: I am having trouble too.

M-e-m --

JUDGE ROSS: M-e-m?

THE WITNESS: (Continuing) -- e-l-k-o, as far as I know.

He came to my office to inquire as to what he can do to get into the union.

I told him that the only --

JUDGE ROSS: Who is Mr. Memelko?

Is he an employee of Czas --

THE WITNESS: He is an employee.

JUDGE ROSS: (Continuing) -- Publishing Company?

THE WITNESS: Yes, sir.

I told Mr. Memelko that the only way he'd get into the union at this point was through organization of a plant.

He said the men in his plant were interested in joining the union, what could they do.

I explained to him about meeting with them and explaining to them everything about the union, and how to go about it.

So, we then set an appointment at Mr. Memelko's residence in Brooklyn at lunchtime on the 25th of May, at which time --

JUDGE ROSS: What year are you talking about? '72?

THE WITNESS: 1972, your Honor.

JUDGE ROSS: All right.

THE WITNESS: I, for the record, your Honor, I never --

JUDGE ROSS: Everything you said has been on the record, I hope.

THE WITNESS: I realize that, but I never knew of this place prior to May of 1972.

JUDGE ROSS: Which place?

THE WITNESS: Czas Publishing Company.

JUDGE ROSS: Okay.

THE WITNESS: On the 25th --

JUDGE ROSS: That's probably because you don't read Polish.

THE WITNESS: (continuing) -- I and Mr. McGuinness -- it's M-c-G-u-i-n-e-s-s -- of Typographers Local No. 6 went to Mr. Memelko's house on Grant Street in Brooklyn at 12:00 noon to meet with some employees who were on their lunch hour.

Q. (By Mr. Coffey) Can you tell us what employees were there, Mr. Seide? A. Mr. Pajak, Mr. Memelko, Steve Jachemczk, Mr. Purij, I believe it was.

Altogether there were five.

Q. Was Mr. Palka there? A. Mr. Palka.

Q. And what happened at this meeting? A. At this meeting we discussed with them the benefits of belonging to a union,

and we also told them what we would have to go through to get an election.

Q. Who is this "we"? A. Mr. McGuinness and myself.

Q. All right. A. We told them the benefits of all -- all the benefits of both unions.

We also told them that they would have to sign cards which would initiate their membership into the -- each of the unions, and that these cards would then be used before the National Labor Relations Board to file a petition for an election, to show the Labor Board that we have interest in the plant.

We had cards with us, and we left the cards with the people.

A few days later I received four cards signed.

Q. And I direct your attention to June 6, 1972.

What did you do on that date? A. June 6, 1972, I filed with the National Labor Relations Board a petition for representative election of Czas Publishing Company in Brooklyn, and on the same day I attempted to contact the principals of the company, Mr. Glowacki.

I was told, and I don't know who I was speaking to, but I was told that he was out of town and would be back on Thursday.

On Thursday of the 8th in the a.m. I called Mr. Glowacki and asked for recognition of the two unions involved, which were denied to me.

JUDGE ROSS: This was a joint petition that you filed?

THE WITNESS: Yes, sir.

MR. COFFEY: Mark this as General Counsel's Exhibit 2.

JUDGE ROSS: Why do we need that?

MR. COFFEY: Just to show you it was a joint petition, your Honor.

JUDGE ROSS: It's not necessary.

You have -- the certification of the unit is submitted in the pleadings.

MR. COFFEY: Very good.

MR. MALEWSKI: It's stipulated, your Honor.

JUDGE ROSS: Let's not encumber the record with unnecessary exhibits.

MR. COFFEY: Very good, your Honor.

Q. (By Mr. Coffey) I direct your attention to June 8, 1972, Mr. Seide.

Did anything happen on that day? A. Well, that's the day I called Mr. Glowacki and asked for recognition, and then he didn't recognize.

JUDGE ROSS: Is that the day you spoke to him?

THE WITNESS: Yes, sir.

JUDGE ROSS: He said no?

THE WITNESS: He said no.

Q. (By Mr. Coffey) Did you have subsequent discussions with Mr. Glowacki with regard to the petition, Mr. Seide? A. The next time I met -- the first time I really met Mr. Glowacki in person was here at the Hearing Board at a conference on the 20th of June with Mr. Coffey, and in attendance was the Regional Representative, and Mr. Malewski was there, the attorney for the company.

Q. Was any agreement reached at that time? A. No, sir. No agreement was reached.

Q. No agreement for an election? A. No agreement.

Q. All right.

Was there any further proceedings that you were a part of at the National Labor Relations Board in regard to the petition? A. We had a hearing on the election --

JUDGE ROSS: What's the materiality of this testimony?

MR. COFFEY: I am just getting the background, your Honor.

JUDGE ROSS: I don't like to waste time. You have a certification.

Now, we're not having an 8A-5 because of refusal to recognize--

MR. COFFEY: We do have an 8A-5, your Honor.

MR. MALEWSKI: I received a copy --

JUDGE ROSS: Let me finish my sentence, and you won't --

MR. COFFEY: I am sorry, your Honor.

JUDGE ROSS: (continuing) -- contradict me.

If you don't have an 8A-5 based on the refusal to recognize the union on the basis of cards --

MR. COFFEY: I was only trying -- excuse me.

JUDGE ROSS: You have already got the dates -- the date that the organization started in the record.

You also have a denial of recognition in the record.

You need nothing further now, except to get on with your 8A-1 or whatever else you want to prove.

MR. COFFEY: Yes, your Honor.

Q. (By Mr. Coffey) After the certification of the union by the Regional Director, Mr. Seide, did you contact Mr. Glowacki or anybody else from the company? A. I contacted Mr. Malewski, who is the attorney for the company, and set up an appointment for early in October.

Q. And -- A. I then met with Mr. Malewski on the -- I am not sure if it is the 11th or the 16th with Mr. McGuinness at Mr.

Malewski's office in Brooklyn for an exploratory meeting, which Mr. Malewski had requested this meeting on the basis of he wanted to know what the union -- what to expect the union would ask for.

Q. And what was your conversation at that time? A. At that time Mr. McGuinness and myself told Mr. Malewski what we

would expect in the way of salary, of hours, of benefits, and the general structure of our contracts.

At that time Mr. Malewski said, well, he would go back to the company and discuss this with them, and then we would meet again.

Q. What did you tell him in the way of what you wanted, in the way of salary, hours, and benefits? A. Well, our salary at that time was \$261 --

JUDGE ROSS: He didn't ask you what your salary was at that time.

He asked what you told Mr. Malewski regarding what you wanted.

I am not interested in what your salary was.

I am interested in what you asked Mr. Malewski for.

THE WITNESS: Well, your Honor, I would like to explain this.

JUDGE ROSS: You are here to answer questions, and you are not answering the question when you give an answer which is not responsive to the question.

Q. (By Mr. Coffey) What did you tell Mr. Malewski?

JUDGE ROSS: The question was:

What benefits, what salary did you ask -- tell Mr. Malewski you wanted? And that's what I want to hear.

THE WITNESS: We asked Mr. Malewski for a salary of \$261 per employee.

We also asked Mr. Malewski for contributions of 4% into the welfare fund, 5% into the pension fund, contribution into the labor security fund, 2% contribution into the E&RSUB fund.

We also told Mr. Malewski --

JUDGE ROSS: What is that ERSUB? I don't know what that means.

THE WITNESS: Education, Relocation and Supplementary Union Employment Benefit Fund, your Honor.

JUDGE ROSS: All right.

THE WITNESS: And we also told Mr. Malewski that we would give the company time to reach the full status of our full contract.

JUDGE ROSS: Did you tell him how much time?

THE WITNESS: We made an original proposal of three years, but said if that was too big a hardship we would consider a little longer time.

Q. (By Mr. Coffey) Did you say anything about hours?

A. We also asked Mr. Malewski that we would like to bring the hours down to 34-1/2 hours.

25

Q. And what was Mr. Malewski's response? A. The response was, he had to take this back to the company and discuss this with them.

Q. Did he say anything else, that he was going to do anything else? A. No. He could not commit himself at that time.

He said that he had to discuss it with the principal before we can go any further.

Q. Did he mention the Polish National Alliance in this discussion? A. Well, the Polish National Alliance came up in discussion because of their relationship with Czas Publishing Company.

Q. How did it come up? A. He said that any final negotiations would have to be approved by the PNA, because this was a subsidiary owned by the PNA.

Q. Did he say when the PNA would make its decision? A. No, he did not.

Q. Did you have any further contact with Mr. Malewski after that? A. Early in November I called Mr. Malewski and we set up another meeting.

Q. When was this meeting to be? A. The meeting was the 14th of November.

26 Q. Where was it supposed to be? A. At the Polish National Alliance headquarters.

Q. On November 14 did you attend this meeting? A. Yes. Mr. McGuinness and I attended this meeting.

Q. Who else was present? A. Mr. Glowacki, Mr. Malewski, Mr. Zajac, and I forget the gentleman's name -- he is sitting here.

MR. ALENOWSKI: Alenofski.

A. Alenofski. Thank you.

Q. And what was discussed at this meeting? A. In general terms we discussed the contract and what time we would allow the company, and how we would arrange to bring the salaries up from where they were presently to what we were asking in the end.

Q. What did you state to them, and what did they say to you? A. We had offered them three years as originally, and they said that they could not possibly meet this kind of a contract in three years.

We countered their proposal with an extension to four years, and Mr. McGuinness said that if it was necessary, if they found too much of a hardship, they could show it was too much of a hardship, we'd be willing to go as high as five years to reach a full contract.

27 We figured to work out the scales on a basis of every six months increases divided by the number of increases in five years.

Mr. McGuinness had told --

JUDGE ROSS: Do I understand -- I am trying to make sense out of what you are saying.

You were going to divide the difference between the current salary and the ultimate salary by twelve periods; is that it?

THE WITNESS: Well, it's ten periods, your Honor.

JUDGE ROSS: And you would have equal raises each of the ten periods --

THE WITNESS: Right.

JUDGE ROSS: (continuing) -- to bring them up to the \$261?

THE WITNESS: Right, your Honor.

JUDGE ROSS: All right.

THE WITNESS: And Mr. McGuiness had told the company under the rules of his union he had to receive all benefits, such as welfare, pension and so on, at the beginning of the contract.

I told the company that I had a lot of latitude in this area, and I could bring them into each fund one at a time over a period of time.

28 Q. (By Mr. Coffey) And what was the response of the company to this? A. The response was that they were going to talk it over and take it to the executive board of the Polish National Alliance and tell them what we wanted, and that we would hear from them after the executive board meeting of the Polish National Alliance.

Q. Who said that? A. Mr. Malewski and Mr. Glowacki.

Q. And did you arrange for another meeting? A. Yes. We arranged a meeting on the 28th of November 1972, which was right after the -- from what we understood -- the executive board meeting of the Polish National Alliance.

Q. On November 28 did you attend that meeting? A. I attended that meeting.

Mr. McGuinness attended that meeting, and the same four people from the company attended the meeting.

Q. What occurred at that meeting? A. We were informed that the Polish National Alliance the night before had voted to close Czas Publishing Company.

Q. Was anything else told to you at that time? A. They were going to phase out the work and close it, no date was given, and we requested a letter giving us a date or approximate date of when the firm would be closed.

29 Q. Who told you this? A. Mr. Malewski, Mr. Glowacki.

Q. Was anything mentioned to you about a contract at that time? A. They stated they couldn't negotiate any further, being they were going to close the company.

Q. Have you ever received a letter from the company confirming that they were going to close as they told you? A. At -- On March 2, I think the letter is dated, I received a letter from the company which states that the company is phasing out. It gave no date.

Q. Now, after this November 14th -- November 28th meeting, did you have any further conversations with Mr. Malewski or anyone else from the company? A. Well, I spoke many times with Mr. Malewski about the problems, and about the complaints that I had been receiving from the employees on the telephone, and I did --

Q. You say you spoke many times.

During what period did you speak many times? A. Well, from December -- from the early part of December through almost -- until today, in fact.

Q. And were these conversations similar? A. They were all similar.

Q. Could you tell us what you said in each of these conversations? A. Well, I would report to Mr. Malewski what

30 complaints I had received from the employees about their treatment, and what they were being asked to do by the company, and he would tell me that he would try to look into it and see if there was any substance to it.

During all this time he kept telling me that they were closing Czas, and it had been voted.

Q. Did you have a further meeting with Mr. Malewski?

A. Yes, I had a -- one further meeting with Mr. Malewski in February of 1973.

Q. What happened then in February 1973? A. Well, I had been receiving many, many calls about the complaints about the company's action and so on, and Mr. Malewski, every time I received an answer from him, he couldn't verify any of the things that I had received complaints on.

So, I finally invited the employees of Czas to my office and Mr. Malewski so they could tell him directly their complaints.

Jachemczk came to the meeting, and Mamelko came to the meeting --

Q. Was Mr. Malewski there? A. Mr. Malewski was there.

Mr. Palka was sick.

Q. Are you sure that this was in February?

31 Could it have been in January 1973, Mr. Seide? A. The exact date I haven't got, because I have no recollection on the date. No, it -- it would have to be -- wait a minute.

It would have to be in January, but which Monday I don't remember.

Q. Can you tell us what happened at that meeting?

A. Mr. Memelko, Mr. Jachemczk told Mr. Malewski what their problems were, what the company had asked them to do, about resigning from the union, and in general the meeting didn't reveal that much. It just -- because these two employees only gave their version of whatever happened to them, and one was not working with the company at the time.

Q. Did Mr. Malewski say anything to the men? A. Well, we had -- he had -- he had told them constantly that we were closing -- they were closing Czas, and toward the end of the conversation it got down to a point where he said, no matter what was said by anyone in the company, Czas was voted to be closed by PNA and, therefore, it was going to be closed and phased out.

I then made a suggestion -- I asked Mr. Malewski if Czas would be interested in selling to another party, and he said he didn't know. They hadn't discussed this.

I made the suggestion that perhaps the employees that were there could get together, raise the funds and cooperatively buy Czas Publishing Company to keep it in business. Would Czas or the Polish National Alliance look upon this favorably?

He said he didn't know.

He suggested that they get together first, see if there were enough people interested, and how much money they can raise, and then approach management as to the purchase of the plant.

Q. I direct your attention to February 1, 1973.

Can you tell us what happened on that date? A. On February 1, 1973, I had some business in Brooklyn with Joseph Wolf of J&W Newsprint, and Joseph Wolf is a man that purchases printing plants. He has about four of them right now.

I asked Mr. Wolf if he was interested in purchasing another printing plant that I thought might be up for sale, and he said he would like to look at it before he made a commitment.

I took him over to Czas Publishing Company, into the print shop -- none of the management was there -- and I asked permission to take Mr. Wolf around from the people that were there.

He looked through the plant, and he told me that he would be interested, naturally, to negotiate a price to buy Czas Publishing Company and keep it going the way it was.

Q. All right.

Did he instruct you to make any offers to make any offers to Czas Publishing Company? A. He asked me to get in contact with the principals; if they were interested, to give them his telephone number, and he would continue from that point.

Q. Did you subsequently do that? A. On the 5th of February I called Mr. Glowacki and I told him about Joseph Wolf, and --

Q. What did you tell him about Joseph Wolf? A. I told him he was interested in buying the plant. If they were interested -- if they were going to close, would they be interested in selling instead of closing, and he said he would have to take it up with the PNA, the executive board.

Q. And what did you say to him? A. Well, I asked -- at that point I asked him if the Czas Publishing Company was a separate company, how come they had to go to the board, to the PNA executive board, to ask for this information. Why couldn't they give us a decision, or make a decision at that point?

He said because the -- they were controlled by the executive board of PNA even though they were wholly owned by themselves.

34 Q. Did he say anything further to you? A. No. He didn't say anything further.

Q. Did he have anything to say to you about getting in touch with you? A. He said he would let me know if they were interested.

Q. Has he contacted you since? A. No, sir.

* * * * *

CROSS EXAMINATION

* * * * *

36 JUDGE ROSS: Is the company still publishing?

THE WITNESS: Yes, sir.

MR. MALEWSKI: Yes, it is, your Honor.

JUDGE ROSS: Is it a daily?

MR. MALEWSKI: It's a weekly, your Honor.

37 JUDGE ROSS: Weekly?

MR. MALEWSKI: Yes, and journals and things like that.

* * * * *

39 MICZYSLAW PAJAK

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

JUDGE ROSS: Be seated.

Do you understand English?

THE WITNESS: Yes.

JUDGE ROSS: What is your name?

THE WITNESS: My name is Miczyslaw Pajak.

M-i-c-z-y-s-l-a-w. P-a-j-a-k.

JUDGE ROSS: Just a minute. M-i-c-z-y --

THE WITNESS: S-l-a-w.

JUDGE ROSS: (continuing) -- -s-l-a-w. P-a-j-a-k?

THE WITNESS: P-a-j-a-k.

40

JUDGE ROSS: Where do you live?

THE WITNESS: I live at 112 Milton Street.

JUDGE ROSS: 112 what?

THE WITNESS: Milton, M-i-l-t-o-n.

JUDGE ROSS: Is that in Brooklyn?

THE WITNESS: That's Brooklyn, New York.

JUDGE ROSS: Proceed.

DIRECT EXAMINATION

Q. (By Mr. Coffey) How long have you been employed by Czas Publishing Company? A. I have been employed at Czas Publishing Company since 1966. In about June 28, 1966, I went to the Army. I stayed -- I served in the United States Army for two years, came back to work on the first of July in 1968.

Q. And are you employed by the company at this time?

A. I was employed at Czas Publishing Company.

JUDGE ROSS: You are working for the company now?

THE WITNESS: Yes, I do.

Q. (By Mr. Coffey) What do you do for Czas Publishing Company? A. I am linotypist.

Q. How did you get involved in the organization campaign?

A. Well, the second half of May 1972 Mr. Memelko told me that at his residence there will be two union officials, and he invited

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me to his house at lunchtime, and along with me went Mr. Purij, Mr. Kabat, Mr. Memelko, Palka, and Jachemczk.

We went to his house, and those union officials explained to us everything about union proceedings.

Q. Mr. Pajak, which union officials were they?

A. There was Mr. Seide from Local 51, Pressmen's Union, and there was Mr. McGuiness from Local 6 Typographical Union.

Q. What did they say? A. They explained to us all the proceedings, how to get into the union, and we listened to them.

Then they gave cards to Mr. Memelko, and Mr. Memelko gave us -- to all of us cards, authorization cards for the union.

I took my card --

JUDGE ROSS: Wait until you get a question, please.

Q. What happened then?

JUDGE ROSS: I don't understand why you are going through all the pre- -- the pre- -- we have already got this man attending the meeting.

I assume he signed the card.

If there is any 8A-1, let's get on to the 8A-1.

THE WITNESS: I signed a card. I gave it to Mr. Memelko.

JUDGE ROSS: Let's proceed.

42 Q. (By Mr. Coffey) Now, direct your attention in the week following this meeting at Mr. Memelko's house, did anything else happen in that week? A. On that week it was about the end of May, Mr. Glowacki came down to the plant --

JUDGE ROSS: Mr. who?

THE WITNESS: Glowacki.

Q. (By Mr. Coffey) Who is he? A. He is the secretary general of Polish National Alliance.

JUDGE ROSS: Spell his name.

THE WITNESS: G-l-o-w-a-c-k-i.

MR. COFFEY: I think it's "w."

JUDGE ROSS: What?

MR. COFFEY: G-l-o-w-a-c-k-i.

JUDGE ROSS: He is the secretary, did you say, of the what?

THE WITNESS: Secretary general, Polish National Alliance.

JUDGE ROSS: He came down to the plant?

THE WITNESS: Yes.

Q. (By Mr. Coffey) Does he have any title in Czas Publishing?
A. Well, I think he is editor of Czas Publishing Company.

Q. What happened when he came down?
A. Well, Mr. Glowacki came down to the plant, and Mr. Zajac called all the men upstairs --

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JUDGE ROSS: Mr. who?

THE WITNESS: Zajac, Z-a-j-a-c.

Q. (By Mr. Coffey) Who is he?

JUDGE ROSS: Z-a-j-a-c?

THE WITNESS: Right.

JUDGE ROSS: Who is he?

THE WITNESS: He is the manager of Czas Publishing Company.

MR. COFFEY: All right.

JUDGE ROSS: He called everybody to a meeting?

THE WITNESS: He called everybody upstairs to his office.

Along with me went Mr. Memelko, Mr. Jachemczk, Mr. Kubicki, the foreman, Mr. Puri, Palka, and Kabat. And at that meeting Mr. Glowacki said that he had heard that we had been trying to form a union, and he said that he will never agree to a union.

He said that those who want to join the union, they may do so, but the door is open, they may go with God.

JUDGE ROSS: I didn't know that was a Polish expression.
I thought that was a Spanish expression.

THE WITNESS: Well, then --

JUDGE ROSS: Was he talking in English or Polish?

THE WITNESS: He was talking in Polish.

44 Also at that meeting there was present Mr. Malinowski, the
vice president of Polish National Alliance.

JUDGE ROSS: He was at this meeting too?

THE WITNESS: Right.

JUDGE ROSS: Okay.

THE WITNESS: Mr. Malinowski interfered and asked what
the union has to offer us.

Then Mr. Kubicki, the foreman, explained to him that the
wage and benefits of the union are much higher than those that we
got at Czas Publishing Company.

Then Mr. Kubicki, the foreman, said that he thinks that for
younger men to join the union is okay, but he and another man,
Mr. Purij, they are too old, and they rather stay out of the union.

Q. (By Mr. Coffey) Prior to when you went upstairs to see
Mr. Glowacki, did you have any conversations with Mr. Zajac on
that day?

Did the men have any discussions -- conversations with Mr.
Zajac prior to the meeting with Mr. Glowacki? A. Well, Mr.
Zajac -- this was about two or three days after that meeting --

Q. I mean on this day. A. On this day, right, Mr.
Zajac said that -- that Czas Publishing cannot afford those rates
that the union offers to us.

45 JUDGE ROSS: When did he say that?

THE WITNESS: He said that on the same meeting.

JUDGE ROSS: At the meeting?

THE WITNESS: Right.

Q. (By Mr. Coffey) Now, prior to this meeting --

JUDGE ROSS: This is when you told him what the rates were?
This is when Mr. Kubicki --

THE WITNESS: Kubicki.

JUDGE ROSS: (continuing) -- told him the rates?

THE WITNESS: Right.

JUDGE ROSS: And that's what he said after that?

THE WITNESS: After that, yes.

Q. (By Mr. Coffey) Prior to talking with Mr. Kubicki,
did the workers have any conversation with Mr. Zajac alone?

JUDGE ROSS: When you say the term "prior" --

MR. COFFEY: Before.

Q. (By Mr. Coffey) Before you talked to Mr. Glowacki,
did you have any conversations with Mr. Zajac alone? A. I
46 don't recall that.

Q. Did Mr. Glowacki -- what was the first thing that Mr.
Glowacki said to you when he arrived at the plant? A. Well,
Mr. Glowacki said that he heard that there was a union forming.
He said we should forget about it. He is never going to sign a
union contract.

Q. Did Mr. Glowacki or Mr. Zajac ask you any questions
on that date? A. He asked who wants to join the union.

He asked who wants -- who wants to join the union, and he
asked --

JUDGE ROSS: He asked who wants to join the union?

THE WITNESS: Right.

JUDGE ROSS: Or who joined the union?

THE WITNESS: He asked who wants to join the union, and everybody -- everybody said -- you know, not everybody, but those who wanted to join the union said -- they said they want to join.

Q. (By Mr. Coffey) How did he ask who wants to join the union?

Did he ask each one particularly or did he ask them all in a group? A. He asked particularly everyone.

JUDGE ROSS: Where was this?

47 THE WITNESS: This was at the meeting -- the first meeting at the end of May.

JUDGE ROSS: That was at the meeting?

THE WITNESS: Right.

JUDGE ROSS: He asked each person after the speech, after he talked to you, he asked who wants the union?

THE WITNESS: Right.

JUDGE ROSS: He asked each one individually?

THE WITNESS: He asked each individually.

JUDGE ROSS: And the foreman and the other man said that they didn't want it?

THE WITNESS: They say it's all right for younger men.

JUDGE ROSS: All right. Proceed.

THE WITNESS: Then after --

JUDGE ROSS: Wait.

Q. (By Mr. Coffey) Now, direct your attention to June 30, 1972. A. June 30?

Q. Yes. A. At that date I went to -- on vacation, and as I went upstairs to get my vacation pay, Mr. Zajac, he told me that he would never expect me, that I would turn against him, I would vote for the union.

He said that as I was leaving. He told me that he doesn't -- he doesn't wish me to have a good time in Poland, because I went to Poland.

48 Q. How long were you in Poland, Mr. Pajak? A. I went to Poland for five weeks.

I returned to Czas on August 8, 1972.

Q. I direct your attention to August 15, 1972.

Do you remember what happened on that day? A. On August 15?

Q. On or about August 15. A. On August 15 we called -- we called Mr. Zajac, that means Memelko and Palka and I -- Mr. Jachemczk was on vacation.

We called Mr. Zajac and told him -- we called Mr. Glowacki because we wanted to talk to him.

A few days later, maybe two or three days later, Mr. Glowacki came down to the plant, and we went upstairs, only those guys who voted for the union, who tried to vote -- you know, who were for the union, that was Mr. Memelko, Mr. Palka, Mr. Jachemczk, and myself.

Q. When was this? A. That was on August 18.

Q. And what happened? A. We had our -- we had prepared our demands, and we told Mr. Glowacki that he is free to take these demands, we may withdraw from the union, and Mr. Memelko read the list of demands.

49 Then Mr. Glowacki said he cannot -- he cannot accept those demands by himself. He has to -- he has to talk to his board of directors. They will be meeting about a week or so later, and that meeting was after the election for the union.

So, we said we cannot wait until that time because that doesn't guarantee us that we are going to get those demands.

JUDGE ROSS: You are talking about the date he was setting was the date after the election was scheduled to be -- to take place?

THE WITNESS: The meeting of the board of directors was after the --

JUDGE ROSS: The date set for the election?

THE WITNESS: Right.

JUDGE ROSS: And you wanted to know before the election?

THE WITNESS: That's right.

JUDGE ROSS: So you should know whether you should vote for the union or not?

THE WITNESS: That's right.

JUDGE ROSS: All right.

Q. (By Mr. Coffey) Now, I direct your attention to August 23, 1972, the date of the election.

What happened after the election on that date, Mr. Pajak?

A. I voted in that election, and right after the election Mr.

Glowacki, he gave us a short, harsh speech.

He -- firstly he thanked those guys who voted for the union -- I don't know how he knew --

Q. He said -- did he say he thanked those guys who voted for the union, or voted against the union? A. Against the union. He thanked those guys who voted against the union -- I don't know how he knew who voted for the union and who voted against.

Then he said, "Those guys who voted for the union, they are the ones who destroyed the last Polish newspaper."

Later on he said that those who illegally left Poland, he will see to it that they won't see their mother's grave, and right after that he took along with him Mr. Zajac, Mr. Malewski, Mr. Puri, and Mr. -- Mr. Kubicki, the foreman, he took them out to the bar.

The rest of us, we returned to work, and --

Q. Did he take out Mr. Kabat to the bar? A. He took Mr. Kabat to the bar too.

Q. What time was this? A. This was about -- I guess about 3:00 o'clock or before that, something like that.

Q. When is quitting time? A. The quitting time is 3:30.

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Q. What did you do? A. I had been working at my machine. I was still working at my machine.

Q. You went back to work on your machine? A. That's right.

JUDGE ROSS: Were you working at an hourly rate or a weekly rate?

THE WITNESS: We didn't -- we were working on a weekly rate.

Q. (By Mr. Coffey) Who else went back to their machine?

A. Mr. Memelko and Palka.

Later on Mr. Zajac came back to the plant, and he said that he never expected for me, that I would vote for the union, and from that time on, he says, he is not going to talk to me.

He is never going to give me favors, and he is not going to give me good recommendation in case I am going to look for another job.

Q. Now -- A. At the end of that day, Mr. Zajac came over to me, and he said, "You have been -- you will report to work next Monday." That was -- this was the 23rd, so he told me to report on Monday, August the 28th.

Q. Mr. Pajak, when Zajac told you he wasn't going to give a recommendation when you went to look for another job, did you have any idea that you might have to look for another job, and how did you know? A. I thought to myself that I might look for another job in case they are going to close the shop.

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Q. How did you know they were going to close the shop? A. Well, always when Mr. Glowacki came down to the plant, he

said he is not going to sign the contract. He said he is going to close the shop.

Q. Did he tell you he was going to close the shop on August 23? A. On August 23, right, when he said they are the ones who destroyed the last Polish paper, I think that was the time.

Q. Did he say that he was going to close the shop then? A. I don't recall that.

Q. Did he say that you were going to have to find a job somewhere else? A. That's right. He said you people will have to look for another job now.

Q. Okay.

You said at the end of the day on August 23 Mr. Zajac came to you and told you not to report until when?

JUDGE ROSS: He said the 28th.

A. The 28th.

Q. Did you come in on the 28th? A. I came in on August 28, and at the end of that day he told me to report the next Monday, September 5.

Q. Was September 5th a Tuesday?

JUDGE ROSS: Were you paid for the days you didn't work?

THE WITNESS: I haven't been paid for the days --

JUDGE ROSS: Let's talk about the week -- you say you didn't work between the 23rd and 28th?

THE WITNESS: Right.

JUDGE ROSS: Were you paid for the 24th and 25th?

THE WITNESS: I haven't been paid. I have been only paid for the one day I worked.

JUDGE ROSS: All right.

THE WITNESS: And prior to this matter, prior to -- you know, since we joined the union -- I never have been laid off.

I have never been paid, you know, for the time I haven't worked.

Q. (By Mr. Coffey) Mr. Pajak -- A. Yes.

Q. (continuing) -- you came back on August 28? A. I said that already.

Q. Right.

Now, on August 28 Mr. Zajac told you not to come back until September 5? A. September 5th I came back.

Q. Mr. Pajak, what days did you miss without pay between August 28 and September 5? A. Since August 28 I missed --

JUDGE ROSS: We can do the arithmetic.

MR. COFFEY: All right.

Q. (By Mr. Coffey) On September 5, what did Mr. Zajac tell you? A. At the end of that day he told me to report to work next Monday. That was August -- September 11.

JUDGE ROSS: How many linotypers were there at the -- working at the Czas Publishing Company?

THE WITNESS: There were two linotypers.

JUDGE ROSS: Who was the other one?

THE WITNESS: The other man was Mr. Kabat.

JUDGE ROSS: Mr. Kabat, was he that old man?

THE WITNESS: No, he wasn't.

JUDGE ROSS: He was one of the union men too?

THE WITNESS: That's right.

JUDGE ROSS: Did he continue to work while you weren't working?

THE WITNESS: He did continue.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) Now, on September 11 when you returned, what did Mr. Zajac tell you? A. Well, at the end of that day he told me to report to work next Monday, September 18, and on Friday -- the following Friday I received my -- one day's paycheck, and there was a note that I should report to work on Wednesday instead of Monday.

So, I reported to work on Wednesday, September 20, and since that day I have been working steady.

Q. Were you ever laid off prior to that time? A. Prior to this matter I never have been laid off.

JUDGE ROSS: When was the charge in this case filed?

MR. COFFEY: In -- Mr. Pajak's charge or Mr. Jachemczk's?

JUDGE ROSS: Any charge.

MR. COFFEY: Mr. Jachemczk's charge was filed on September 15, I believe, your Honor, and Mr. Pajak's charge, I believe, was filed on January 22nd, if I am not mistaken.

THE WITNESS: 18th.

MR. COFFEY: 19th?

THE WITNESS: 18th.

MR. COFFEY: January 18th, you are right.

JUDGE ROSS: All right.

You have been working steady since September 20?

THE WITNESS: 20th, right.

Q. (By Mr. Coffey) Do you know if anybody has ever been given a day off without pay prior to the election? A. I don't know nobody that has been laid off.

JUDGE ROSS: There was nobody laid off before the election; is that right?

THE WITNESS: That's right.

Q. (By Mr. Coffey) Now, in the period of between November 15 and Christmas of years prior to 1972, did you work any extra hours over your normal hours? A. Prior to 1972, I mean -- during the Christmas season, which extends from about November 15 through about December 20, I have been working about 15 hours overtime, which was paid straight time.

JUDGE ROSS: Fifteen hours a week?

THE WITNESS: Fifteen hours a week.

Q. (By Mr. Coffey) What's your normal working hours?

How long do you work a week? A. Normally I work 35 hours.

Q. And during this period you worked 50 hours? A. Usually 50 hours.

JUDGE ROSS: Fifty hours a week?

THE WITNESS: A week.

JUDGE ROSS: How long has that been going on?

THE WITNESS: Well, that was all those years preceding this -- preceding those --

JUDGE ROSS: Are you talking about the years preceding 1972?

THE WITNESS: 1972, right.

JUDGE ROSS: Are you talking about 1971, 1970, and 1969?

THE WITNESS: '69

JUDGE ROSS: And 1968?

THE WITNESS: Yes, all the way back.

JUDGE ROSS: All right.

Q. (By Mr. Coffey) In 1972 did you work any hours over 35 hours per week during the Christmas season? A. During 1972 I never been asked to work overtime, and I haven't been working overtime, and --

JUDGE ROSS: That's all. You have answered the question.

Next question.

Q. (By Mr. Coffey) Now, in the years prior to 1972 did you receive a Christmas bonus from the company, and what amount was it? A. Prior to 1972 each year I have been receiving about \$50 -- \$50 bonus for Christmas.

Q. About what time of the year is it usually paid? A. It was usually about the 14th of December. Something like that.

Q. Did you get one in 1971? A. In 1971 I got \$50.

Q. '70? A. '70 I got \$50.

Q. '69? A. I got -- '69 I got -- I am not sure. It was either \$25 or \$50.

58 Q. Did you get a Christmas bonus in 1972? A. I haven't received any Christmas bonus in 1972.

Q. Did anybody else get a Christmas bonus in 1972? A. Not to my knowledge. I don't know.

Q. Do you know if anybody else worked overtime in the Christmas season in 1972? A. During this Christmas season, those men that voted against the union, they worked overtime.

JUDGE ROSS: Well, now, you'd better be more specific than "those men who voted against the union."

THE WITNESS: Against the union, that is, Mr. Kubicki, the foreman --

JUDGE ROSS: Just a minute.

Spell the names, please.

THE WITNESS: Kubicki, K-u-b-i-c-k-i.

JUDGE ROSS: He was the foreman, did you say?

THE WITNESS: He is the foreman.

JUDGE ROSS: Who else?

THE WITNESS: Mr. Purij.

JUDGE ROSS: Spell that.

THE WITNESS: P-u-r-i-j.

JUDGE ROSS: What does he do?

THE WITNESS: He is the composition man.

Q. (By Mr. Coffey) Does he do linotype work too?

A. Sometimes he does.

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THE WITNESS: (to Judge Ross) And also Mr. Kabat.

JUDGE ROSS: Spell that name.

THE WITNESS: K-a-b-a-t.

JUDGE ROSS: What does he do?

THE WITNESS: He is a linotypist.

JUDGE ROSS: All right. Who didn't get -- who didn't get overtime?

THE WITNESS: Overtime -- Mr. Memelko, Mr. Palka --

JUDGE ROSS: Spell that.

THE WITNESS: P-a-l-k-a.

JUDGE ROSS: P-a-l-k-a?

THE WITNESS: Right.

JUDGE ROSS: All right.

What does Mr. Memelko do?

THE WITNESS: Memelko, he is a machinist.

JUDGE ROSS: All right.

What does Mr. Palka do?

THE WITNESS: He's got the same job.

JUDGE ROSS: Machinist?

THE WITNESS: Right.

JUDGE ROSS: Who else?

THE WITNESS: And myself.

JUDGE ROSS: And you are a linotypist?

THE WITNESS: Yes.

JUDGE ROSS: Wasn't there a seventh employee?

THE WITNESS: At that time there were six employees.

JUDGE ROSS: At that time there were six?

THE WITNESS: Yes.

Q. (By Mr. Coffey) What happened to Mr. Jachemczk?

A. Well, Mr. Jachemczk was fired from his job on August 28.

JUDGE ROSS: Was fired when?

THE WITNESS: August 30, I guess.

MR. COFFEY: 29th.

THE WITNESS: 29th?

MR. COFFEY: Yes.

THE WITNESS: I guess so.

Q. (By Mr. Coffey) Now, in the past years, did the employees get anything else about the Christmastime each year?

A. Well, in past years during the Christmastime we always get at least one bottle of liquor.

Q. Did they get a bottle of liquor this year? A. Nobody got any.

Q. Who usually gives them a bottle of liquor? A. Well, Mr. Glowacki and Mr. Zajac.

Q. Is there a Christmas party each year at Czas?

A. There is usually a Christmas party at Czas before Christmas.

Q. And are the bottles of liquor drunk at the Christmas party?

A. That's right.

Q. Was there any Christmas party in 1972? A. There was no Christmas party.

Q. I direct your attention to on or about January 3, 1973.

A. Well, on January 3 --

JUDGE ROSS: If I find this to be a violation, what remedy are you proposing? A retroactive party?

MR. COFFEY: A retroactive party with a bottle of liquor.

MR. MALEWSKI: With counsel too.

JUDGE ROSS: Go ahead. Proceed.

A. On January 3 Mr. Glowacki came down to the plant and he said that he was sorry that he didn't come to Czas Publishing Company before Christmas.

He said that he was wishing -- that he was wishing us Happy New Year, and he said that we still could sit down by the table and talk it over, we could settle this matter by ourselves, because he's never going to sign the union contract, and forget about the union.

Q. What happened then? A. Well --

JUDGE ROSS: Is this the same man that you are talking about -- I am having difficulty with the names, and you will excuse me.

MR. COFFEY: Yes. This is Mr. Glowacki.

JUDGE ROSS: Is this the same man who made the speech?

THE WITNESS: Right, after the election -- you know, right after the election.

JUDGE ROSS: All right.

Q. (By Mr. Coffey) I direct your attention to February 2, 19 -- February 2, 1973. A. On February 2, 1973, Mr. Jachemczk called me and said that Mr. Glowacki wants to have a meeting with us, with Mr. Palka, Memelko, and Jachemczk, and myself.

Q. When did he say this meeting was going to be? A. On February the 3rd, that was Saturday, we went to Polish National Alliance headquarters.

Q. Who went to the Polish National Alliance headquarters? A. Along with myself there was Mr. Memelko, Mr. Palka, and Jachemczk.

JUDGE ROSS: Who was there at the Polish National Alliance.

THE WITNESS: At the Polish National Alliance there was Mr. Glowacki.

Q. (By Mr. Coffey) And what happened? A. Mr. Glowacki said at the meeting that he -- Mr. Glowacki said at the meeting that we could settle this matter by ourselves.

63 The only thing, we should withdraw from our applications from the union. "The union is not offering you any jobs. You could work right at Czas Publishing. We have a lot of books -- we have about five books to print, and I have to tell those customers that if -- whether I am going to take those books or not, but you have to first withdraw from the union."

Q. Is that what Mr. Glowacki said? A. That's right, and I told him that this is not that simple a matter. We have to talk to Mr. Seide about it, and then -- then he said this is a simple matter where, you know, we should just tell him that we will withdraw from the union, and Mr. Malewski would send them a note that we have been -- we withdraw from the union.

Q. Send who a note? A. Mr. Malewski.

Q. Would send who? A. To Mr. Seide, I guess.

JUDGE ROSS: Was Mr. Malewski at this meeting?

THE WITNESS: He wasn't there.

Q. (By Mr. Coffey) What happened then? A. Then Mr. Glowacki went upstairs and he said, "In time you will decide what you are going to do."

And he came down again and we told him, "We cannot do this by ourselves. First we have to call Mr. Seide," and at that point we left.

64 Nothing was accomplished, but still Mr. Glowacki told us that tomorrow we should -- we should call them and tell them what's our decision. And the next day Mr. Memelko, about noontime, called him and said that we don't have much time. We still -- the job -- we don't have the time to talk to Mr. Seide.

So, about 6:00 o'clock Mr. Memelko called Mr. Glowacki and told him that we are not going to withdraw our applications.

Q. At this meeting on February 3rd, Mr. Pajak, did Mr. Glowacki say anything to you about what would happen if you didn't withdraw your application from the union? A. At that time, if we didn't want to withdraw our application, he says he is going to close Czas, and only the four of us could save the Czas Publishing Company.

Q. Did he say what would happen to the five books he said he was going to take if you didn't withdraw from the union? A. He is not going -- he is going to call those customers, and he told them that he is not going to take it.

Q. Under what conditions? A. He is not going to take it because we didn't withdraw from the union.

JUDGE ROSS: Off the record.

(Discussion off the record.)

JUDGE ROSS: On the record.

Proceed.

Q. (By Mr. Coffey) Did Mr. Glowacki say anything to you about your jobs at this meeting on February 3? A. He said that, "You have got a job right here at Czas Publishing. The only thing you have to do is just forget about the union."

JUDGE ROSS: All right. I don't know why you are going over it again.

MR. COFFEY: I just wanted to get that down, your Honor.

Q. (By Mr. Coffey) Now, at the February 3rd meeting did he offer you any particular -- did he make any particular offer to you? A. Yes, he did. He offered us 15% raise.

JUDGE ROSS: Fifteen percent?

THE WITNESS: Fifteen percent, and 7-1/2% retroactive from July 1, 1972, and another 7-1/2% from July 1, 1973.

And also he said he is going to pay us overtime after forty hours, and then he said that he is going to pay Blue Cross, and he is going to give us ten days' sick -- ten sick days.

In case those wouldn't be used, at the end of the year he is going to pay it.

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JUDGE ROSS: This was at the same meeting in which he was asking you to withdraw from the union?

THE WITNESS: That's right.

Q. (By Mr. Coffey) Mr. Pajak, you said he was going to give you overtime after forty hours.

Now, what rate did he say he was going to give you overtime?

A. He said he is going to give us time -and-a-half.

JUDGE ROSS: Had you ever received time-and-a-half before?

THE WITNESS: I never did.

JUDGE ROSS: Did you ever work over 40 hours previously?

THE WITNESS: I did work over 40 hours previously.

Q. (By Mr. Coffey) Did he say that he ever offered any of these benefits to anybody else besides those who were present at that meeting? A. Well, he said that Mr. Purij and Mr. Kabat suggested to him sometime in the summer of -- you know, the late summer that --

Q. Of what year? A. 1972.

(continuing) -- that they want those increases, like 15%, and time-and-a-half over 40 hours, and he said the same, we could get it too.

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Q. Did he say he promised them these increases? A. He promised them, right.

Q. I direct your attention --

JUDGE ROSS: Mr. Coffey, don't lead your witness.

MR. COFFEY: I am sorry, your Honor.

Q. (By Mr. Coffey) I direct your attention to February 28, 1973, your Honor -- Mr. Pajak. A. On February 28, myself, Mr. Kubicki, the foreman, and Mr. Memelko, and Purij had been talking about the conditions we have been working under at Czas Publishing Company, that we don't get paid for what we are doing and everything up -- the prices have moved up, and we want to get more pay.

We don't want to -- we don't want to interfere with the union or with anybody, but for the job we have been doing here we want -- we want to get more pay.

Q. Is that what Kubicki said? A. That's what Mr. Kubicki said.

Then about one hour later he came to me with Mr. Memelko and Mr. Purij and said that we could settle this thing by ourselves.

So, I read some demands, and --

JUDGE ROSS: What demands?

THE WITNESS: Some demands, what we want, the points that we want from Mr. Glowacki.

He took this card and -- he took this card to Mr. Glowacki.

Then he came back. He brought a document, and there was some items missing which we put in.

JUDGE ROSS: You mean some of the items that you had requested were missing?

THE WITNESS: That's right.

JUDGE ROSS: All right.

THE WITNESS: And while we signed this document he took it back to Mr. Glowacki, and he came back and said that Mr. Malewski, the attorney for the company, doesn't know anything about it. It's just between us -- among the four.

MR. COFFEY: Can we have this marked as General Counsel's Exhibit 2?

(The document above referred to was marked General Counsel's Exhibit No. 2 for identification.)

Q. (By Mr. Coffey) I direct your attention to General Counsel's Exhibit 2 for identification, Mr. Pajak.

Can you identify that document (handing document to witness)?

A. This is the document that Mr. Kubicki, the foreman, brought back from Mr. Glowacki.

JUDGE ROSS: That's a document you signed?

THE WITNESS: That's right.

Q. (By Mr. Coffey) Is that your signature on it? A. That's my signature right here (indicating).

JUDGE ROSS: Who else signed it?

THE WITNESS: Peter Kubicki, Mr. Memelko, and Mr. Purij.

Q. (By Mr. Coffey) Tell me, this language on the top of the numbered demands, was this language that you had put into your list of demands? A. We haven't put anything, just our points, like what you want, 15%, but we didn't put anything else besides that.

Q. I am quoting from the document, "To the directors of the weekly Czas" --

JUDGE ROSS: Are you going to read it to me?

MR. COFFEY: I am going to read it to him.

I am going to ask him if this is language which he himself composed.

JUDGE ROSS: First offer the document into evidence.

MR. COFFEY: General Counsel offers General Counsel's 2 into evidence, your Honor.

JUDGE ROSS: Show it to Respondent's counsel.

MR. MALEWSKI: I have no objection.

JUDGE ROSS: General Counsel's Exhibit 2 is received.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 2, was received in evidence.)

JUDGE ROSS: What will we call this document?

Let me see it.

MR. COFFEY: Here it is, your Honor.

JUDGE ROSS: Was this document in both Polish and English at the time you signed it?

THE WITNESS: At the time we signed it, it was in Polish and English.

JUDGE ROSS: Is this English below the line a translation of the Polish above the line?

THE WITNESS: That's right.

JUDGE ROSS: Ask your question.

Q (By Mr. Coffey) I quote from the document, General Counsel's Exhibit 2.

"To the directors of the Weekly Czas:

"After thorough consideration of the situation existing in our corporation, we hereby request you to accept our conditions so that the institution built up by our forefathers shall not close, so that many families may not lose their jobs.

"These conditions shall be retroactive from July 1, 1972, to July 1, 1975, a three-year period."

Is that the language that you had on your list of demands that you gave to Mr. Kubicki, the foreman? A. Not at all.

JUDGE ROSS: Not at all, is that what you are saying?

THE WITNESS: We didn't have that wording there.

Q. (By Mr. Coffey) Was the list of demands that you gave to Mr. Kubicki at his request typed or written? A. Written.

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CROSS EXAMINATION

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72 Q. (By Mr. Malewski) At the second meeting you had with Mr. Glowacki, did he tell you that before he could give you any answer he had to discuss the matter with the directors of Czas Publishing Company? A. That's right.

73 Q. Did he also tell you that if they --

JUDGE ROSS: The second meeting, referring to what date?

MR. MALEWSKI: It would be August 8, I think, your Honor.

MR. COFFEY: The first meeting was May '72.

The second meeting would be August 18.

MR. MALEWSKI: August -- August 18, right.

JUDGE ROSS: Is that correct?

THE WITNESS: That's right.

Q. (By Mr. Malewski) During the course of this meeting, did Mr. Glowacki explain the financial condition of Czas Publishing Company? A. Well, he did explain it. He said that they cannot afford it because they have a mortgage.

Q. Right. A. They have to pay off machines.

Q. Did he tell you that they lost money for the last ten years.
A. He didn't say anything about that.

Q. Did he tell you they were losing money? A. He didn't say that.

Q. He told you that they cannot afford a union contract?
A. That's right.

* * * * *

75 Q. What time did the election -- what time was the election completed? A. The election was completed, I guess, about 2:30. I am not sure when.

76

Q. 3:30 -- you finish working 3:30? A. 2:30, not 3:30.

Q. 2:30? A. Yes.

Q. When was the announcement made as to the result of the election?

Was that about a quarter to 3, 3:00 o'clock? A. It was announced maybe quarter to 3.

JUDGE ROSS: What was the result of the election?

THE WITNESS: The union won.

JUDGE ROSS: By what vote?

THE WITNESS: Four to three.

Q. (By Mr. Malewski) Are you familiar with the business --

JUDGE ROSS: Did Mr. Kubicki vote?

THE WITNESS: He did vote.

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82

REDIRECT EXAMINATION

Q. (By Mr. Coffey) Are there any timeclocks in the plant?

A. There is no clocks.

Q. How is time recorded? A. I don't know. I just come before 8:00 o'clock. Work starts at 8:00 o'clock, but I usually come about 20 to 8. That's when I come.

Q. Who reports how much work is done by each individual?

A. I think the manager of Czas Publishing Company, Mr. Zajac.

* * * * *

85

Q. (By Mr. Coffey) Was there anybody working on December 2, 1972? A. On December 2nd, that was Saturday, Mr. Memelko called me and told me that there is a man working on his machine. So we came -- I think Mr. Memelko, Palka, and I went to the plant, and I told this man that we had labor problems, and --

JUDGE ROSS: Who was this man?

THE WITNESS: I don't know his name.

JUDGE ROSS: What was he doing?

THE WITNESS: He was working on the job that Mr. Memelko started the day before.

JUDGE ROSS: What was he doing?

What kind of work was he doing?

THE WITNESS: He was working on his machine. I don't know what type of work it was, but --

MR. MALEWSKI: I object, your Honor. This is not responsive. It's not clear.

86

I don't see how it's relevant. I don't see what purpose it serves.

We are going to submit the employer's records covering overtime. This gives the hours and amounts paid.

JUDGE ROSS: The objection is overruled.

Q. (By Mr. Coffey) Was there anybody else working overtime on that day? A. On that date there was Mr. Kubicki, the foreman, Mr. Kabat, and Mr. Purij working overtime.

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95

ADAM PALKA

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified through the Interpreter as follows:

DIRECT EXAMINATION

Q. (By Mr. Coffey) How long have you been employed by Czas Publishing Company, Inc.? A. Since the end of June 1971.

Q. And what were you hired as? A. As a machinist.

96

Q. How did you get involved in the union organization campaign?

THE INTERPRETER: May I ask him -- he pronounced a name which I did not get.

JUDGE ROSS: You can ask him anything you wish.

If you feel that his answer is too long that you won't be able to remember it all, stop him in the middle and let him continue.

A. At the end of May 1972 Mr. Memelko approached him and asked him if he would like to join the union.

Q. And what happened then? A. He said yes, that there was a meeting scheduled.

Q. Ask him if he attended the meeting, and what happened.

JUDGE ROSS: You ask the questions as if you are asking it of the witness.

You don't talk to the Interpreter. You are talking to the witness.

MR. COFFEY: I am sorry, your Honor.

Q. (By Mr. Coffey) Did you attend a meeting, and what happened at the meeting, if you attended? A. I went to the meeting. It was held at Mr. Memelko's house.

There was Mr. Seide present and some other gentleman, the name is not clear, McGuinness or something like that.

JUDGE ROSS: Did you sign the union authorization card?

THE WITNESS: At this meeting I received a declaration card to be able to be admitted into the union, which I signed.

JUDGE ROSS: When did you sign the card?

THE INTERPRETER: Excuse me, your Honor?

JUDGE ROSS: When did you sign the card?

THE WITNESS: The following day.

Q. (By Mr. Coffey) When did the meeting take place?

THE INTERPRETER: Where or when?

Q. When did the meeting take place? A. At the end of May last year, the 25th or something like that.

Q. In the week following the meeting at Mr. Memelko's house, did anything unusual happen?

THE INTERPRETER: Could I ask him to repeat it?

JUDGE ROSS: Yes.

A. A week later after the meeting at Mr. Memelko's house, Mr. Glowacki came into the printing shop, Czas, and he said there is no possibility of engaging a union at this shop because it's impossible.

Q. Did he say anything else? A. At the meeting there were talks and discussions. We were talking about possibilities of getting paid time-and-a-half as far as the overtime hours are concerned.

98 I asked myself if there were any union in the shop before, because I had heard these talks, and I have asked why, if there was a union, there isn't one now, and I was told because of financial situations a union cannot be afforded.

JUDGE ROSS: Who said that?

THE WITNESS: I was asking Mr. Glowacki personally, and this is what he replied.

* * * * *

100 Q. (By Mr. Coffey) Did Mr. Glowacki ask you if you joined the union at this meeting? A. At the meeting he asked me, yes.

Q. What did he ask you? A. I said yes.

101 Q. What did Mr. Glowacki ask him?

JUDGE ROSS: What did he say when he asked you.

THE WITNESS: He asked me if I am for the union.

Q. (By Mr. Coffey) Did he ask anyone else at the meeting if they were for the union? A. He asked everyone, whether you, you, you, and you are for the union, yes.

Q. Did Mr. Glowacki say anything else that he remembers?
A. Mr. Malinowski asked Mr. Kubicki what this union can offer to the men.

Q. What did Mr. Kubicki say? A. He said for the younger workers, for the younger people, it's better, but for the older, no.

Q. Did Mr. Glowacki say anything else? A. I don't remember.

Q. What did Mr. Glowacki say would happen -- strike that. What did Mr. Glowacki say to the people who wanted the union could do?

THE INTERPRETER: Excuse me. I am not clear on what you said.

Q. What did Mr. Glowacki say the people who wanted the union could do? A. He said that for those, the doors are always open, that they can go to the union.

JUDGE ROSS: What do you mean by "those"?

THE INTERPRETER: Those -- excuse me.

(The Interpreter spoke to the witness.)

THE WITNESS: For those who are for the union.

Q. (By Mr. Coffey) Did Mr. Glowacki mention a contract at all in his talks with the men on that day? A. He said that Czas would not sign the contract with the union.

Q. Did he have any conversations with Mr. Zajac in July of 1972? A. The only conversation I had with Mr. Zajac was when he asked me whether I am for the union or against it, that's all.

Q. I direct his attention to on or about August 15, 1972.

Do you recall anything happening on that day? A. About that time we turned -- the four of us, that is, Jachemczk, Pajak, Mamelko, and myself, we asked Mr. Zajac whether it's possible for us to speak with Mr. Glowacki.

JUDGE ROSS: When was this? When was this?

THE WITNESS: Around the middle of August. Around the 15th.

Q. (By Mr. Coffey) And did you subsequently meet with Mr. Glowacki? A. Yes.

Q. When did he meet with Mr. Glowacki, and what was said by Mr. Glowacki to him and --

103

JUDGE ROSS: One question at a time.

Q. When did he meet with Mr. Glowacki?

THE INTERPRETER: Excuse me. Whether he met or --

MR. COFFEY: The four men.

A. About two or three days after they asked to see Mr. Glowacki, they did see him.

Q. Where did they see him, and what was said? A. The meeting was held at the office of the printing shop, Czas.

Q. And what did Mr. Glowacki say? A. We came out with a proposition of what we want as far as the benefits.

Mr. Memelko read all of the demands, one after the other.

JUDGE ROSS: Were the demands in writing?

THE WITNESS: In writing.

JUDGE ROSS: Then what happened?

THE WITNESS: Mr. Glowacki said he can give us an answer in about ten days, right after the meeting of the board of directors of Czas Incorporated.

Q. (By Mr. Coffey) Was anything else said at that time?

A. The same thing was said over again, that there will be no union in that shop.

JUDGE ROSS: Who said that?

Q. Who said what? A. Mr. Glowacki said that.

He said Czas will not sign a contract with the union.

104

Q. I direct his attention to August 23, 1972.

What happened after the election on August 23, 1972?

A. The elections were held on the 23rd of August. The union won by the majority of votes.

After the results were announced, Mr. Glowacki had something to say.

He thanked the people who did not vote for the union, and those who did vote for the union are responsible for the possible closing down of the only Polish paper on the East Coast.

Q. Did Mr. Glowacki say anything else? A. He also said that those who left Poland illegally and are here permanently will never be able to see their families' graves again.

Because I am the only one that left Poland in such a manner, it was basically said to me.

Q. What happened after Mr. Glowacki finished his speech?

A. The election was over about 3:00 p. m. After the election some of the workers, Mr. Glowacki, Mr. Zajac, Mr. Kubicki, Kabat, Purij, they left the place of voting and they went somewhere, and we stayed on in the shop until 3:30 p. m.

105 Q. Who was "we"? A. I, myself, Memelko, Pajak, that's it, because Mr. Jachemczk was on vacation.

Q. What did you do when you were in the shop between 3:00 o'clock and 3:30? A. We were performing our normal duties. Everyone did his own work.

Q. I direct your attention to August 28, 1972.

What happened on that day? A. This was Monday. Mr. Zajac approached me and said I am to report on the following Monday to work because there is no work for me.

After that I had one week of vacation, which meant that I reported to work on the 12th or 13th of September after a week's vacation.

Q. I direct your attention to September 12, 1972.

What happened on that day? A. I returned to work after my vacation, and I was given off another week, to report to work on Monday -- on the following Monday.

Q. How much vacation did you get? A. One week.

Q. Were you ever told that you would get more than one week vacation? A. I've heard that other workers after one year of employment by the company were given two weeks of vacation.

106 Q. Who told you that? A. I don't remember who said it, but it was said among one of the workers in a general discussion.

Q. Did you work at all between December 12 and 19 -- 18, 1972? A. No.

Q. Were you ever -- did you get paid for the days you had off in August and September 1972? A. For those days, no, just for the Monday that I worked.

Q. Were you ever -- did you ever have any days off without pay prior to August 23, 1972? A. No.

Q. Did anybody else, to your knowledge, have any days off without pay prior to August 23, 1972? A. For as long as I worked there, until August of 1972, no one has had such days off. But then later Mr. Pajak had also the same situation.

JUDGE ROSS: Who?

THE WITNESS: Mr. Pajak.

MR. COFFEY: This is after August 23, 1972.

THE WITNESS: I had one week's vacation, and after that allegedly Mr. Pajak was off.

JUDGE ROSS: Did you ever come back to work on a regular basis?

THE WITNESS: Yes.

107

JUDGE ROSS: When?

THE WITNESS: The following Monday, which was on the 18th or --

THE INTERPRETER: Excuse me.

May I be allowed to elaborate on this, because he has me confused?

JUDGE ROSS: Sure.

THE WITNESS: I worked on a Monday and I was off for the rest of the week, and then I returned on the following Monday.

Q (By Mr. Coffey) During 1971 did you get anything from the company at Christmastime?

JUDGE ROSS: Just a moment, please. I am asking questions. I will let you know when to pick up.

MR. COFFEY: I am sorry.

JUDGE ROSS: Did you work regularly after September 18?

THE WITNESS: 1971?

JUDGE ROSS: 1972.

THE WITNESS: Yes.

JUDGE ROSS: Is that the date when you started -- is that the date when you started to work regularly?

THE WITNESS: This was a Monday. Whether it was the 18th I don't know.

JUDGE ROSS: September 18 was a Monday.

THE WITNESS: Then the 18th is right.

108

JUDGE ROSS: All right.

Q. (By Mr. Coffey) Did you get anything from the company at Christmastime in 1971? A. In 1971 I received \$50 from the company around Christmastime.

Q. Did he get anything --

JUDGE ROSS: Can we have a stipulation to this effect so we don't have to waste time on this matter, which is probably not in dispute.

MR. MALEWSKI: As to all future witnesses, including this witness, your Honor, I will stipulate that there was no Christmas bonus paid to any employees in the year 1972.

I will further stipulate that there was a Christmas bonus paid to all employees in '71, '70 and '69.

MR. COFFEY: Can you state the amount of the bonus?

MR. MALEWSKI: The amount of the bonus, it varied.

In '71 it was \$50, your Honor.

MR. COFFEY: Can you say what it was in '70?

MR. MALEWSKI: Twenty-five or fifty, but I will stipulate bonuses were paid in '71 and '70 and '69 --

JUDGE ROSS: All right.

MR. MALEWSKI: (continuing) -- as to all future witnesses.

JUDGE ROSS: Do you want the whisky stipulated to?

MR. MALEWSKI: I will stipulate to the whisky too, and also the Christmas party.

MR. COFFEY: In all years prior to '72?

MR. MALEWSKI: Yes. I will stipulate there was no Christmas party in 1972, and no bottles of whisky were distributed, and I will stipulate that in past years there was a Christmas party and bottles of whisky were distributed.

JUDGE ROSS: All right.

Now proceed.

MR. COFFEY: Very good.

Q. (By Mr. Coffey) During 1971 in the period between November 1 and Christmastime, did you work any hours over your regular 35-hour week? A. Yes, I did.

Q. Can you tell me how many hours you averaged over your 35-hour week in the period between November 1, 1971, and December 25, 1972 -- '71? A. About 15 hours per week of overtime. Sometimes more. Sometimes less.

Q. Were you paid in 1971 for this overtime at the rate of time-and-a-half or straight time? A. Regular wages.

110 Q. In 1972 did you receive any extra hours over your 35-hour week in the period between November 1 and Christmas 1972? A. I worked once three hours overtime about a week before Christmas.

Q. Did anyone else work any overtime in the shop in the period between November 1 and Christmas 1972, to your knowledge? A. Mr. Memelko worked also three hours, and the rest, I don't know whether anyone worked on a Saturday or what, I don't know.

Q. I direct Mr. Palka's attention to Saturday, December 2, 1972.

Do you recall anything unusual happening on that day?

A. What's the date again?

Q. The 2nd of December. A. Mr. Pajak and Mr. Memelko on that day came to my house and said that someone is working on the machines on a Saturday.

We all went down to the printing shop and we saw a stranger in the shop.

Q. What was the stranger doing? A. He was working on the printing press.

Q. Was this station someone's normal work station?

THE INTERPRETER: Excuse me.

Are you referring to the machine?

MR. COFFEY: Yes.

111 A. Most of the time Mr. Memelko worked on that particular machine. Sometimes I did.

Q. I direct Mr. Palka's attention to on or about January 3--

JUDGE ROSS: Talk to the witness.

MR. COFFEY: I am sorry.

Q. I direct your attention to on or about January 3, 1973.

Did anything unusual happen on that day? A. On or about that day Mr. Memelko came down to the shop to wish everyone happy Christmas.

Q. Mr. who? A. Mr. Glowacki.

THE INTERPRETER: He made a mistake.

A. (Continuing) He wished us Merry Christmas and Happy New Year and asked us to withdraw our applications from the union or else they'll be forced to close down the shop.

Q. Does he remember Mr. Glowacki -- do you remember Mr. Glowacki saying anything else? A. Mr. Memelko asked Mr. Glowacki whether Mr. Jachemczk will be taken back to work.

Q. What did Mr. Glowacki say? A. It may be arranged. It's possible.

Q. Did Mr. Glowacki say anything else? A. I don't remember.

Q. Did Mr. Glowacki say anything about a contract?

112 A. As I said before, he repeated himself, there will be no union and no contract.

Q. Did he say anything about getting together with the men for any purpose?

THE INTERPRETER: That is, Mr. Glowacki, right?

MR. COFFEY: Right.

A. At the end of January Mr. Memelko called me up and told me there is some type of a meeting arranged --

Q. Well --

JUDGE ROSS: Let him finish his answer. Don't interrupt.

A. (continuing) -- and that the meeting was to be held on a Saturday, on the 2nd or 3rd of February.

Q. Did he attend this meeting? A. Yes.

Q. Ask him who else attended, and what was said.

A. Pajak, Jachemczk and Memelko.

Q. Repeat that. A. Pajak, Jachemczk and Memelko and myself.

Q. Who was there from the company? A. Mr. Glowacki.

Q. What did Mr. Glowacki say at that time? A. Mr. Glowacki said that it could be arranged for return of the raise which was coming to them.

113 They were supposed to be paid 7-1/2% increase as of July the previous year, and the following 7-1/2% July of this year.

Also, anything over 40 hours of work would be paid time-and-a-half.

Q. Did he say anything -- did Mr. Glowacki say anything else? A. He also said there would be ten sick days paid, and if anyone did not use up the ten sick days, he would be paid the amount at the end of the year.

Q. Did Mr. Glowacki say under what conditions that the employees would get these things? A. Under one condition, that we will pull out of the union.

Q. Did Mr. Glowacki say anything else? A. He also told him he had approximately five jobs to do, Mr. Glowacki, that is, and that he would have to know whether they will join the union or not, because that would depend whether he would close the shop or keep it open and take in the jobs.

Q. Did Mr. Glowacki say anything about offering these increases in benefits to anyone else who wasn't at the meeting?

A. He said that all of the workers -- employees of the shop would get those benefits.

Q. And what did the employees say to Mr. Glowacki?

THE INTERPRETER: Excuse me?

Q. What did the employees say to Mr. Glowacki at this time?

THE INTERPRETER: Employer or employee?

Q. What did the workers say to Mr. Glowacki at this time?

A. The workers responded --

JUDGE ROSS: What do you mean, the workers?

THE INTERPRETER: The employees.

JUDGE ROSS: Do you mean they were all talking at one time? I'd like to know who.

The question was a bad one to start with.

There was no objection to it, but I find this is a poor way to ask a question.

Workers don't talk. People talk. Spokesmen talk.

You ask the question in a proper way. You will get a proper answer.

Q. (By Mr. Coffey) Did anyone say anything to Mr. Glowacki when he made these statements? A. I have told Mr. Glowacki personally that it's something that has to be discussed among the employees and thought over.

Q. Did any of the other men there -- did Mr. Pajak say anything to Mr. Glowacki?

JUDGE ROSS: I'd like to hear the witness' answer.

A. I don't remember who said, but someone did say that we had to think it over, discuss it with the union, and possibly with

the Labor Department and give Mr. Glowacki an answer later on.

That's what was said, but I don't remember who said that.

Q. What was Mr. Glowacki's reply to that? A. He said, "Think it over, or else it's possible that Czas will be closing, that is, the company, and give us an answer as quickly as possible because time is short."

Q. What happened then? A. That was the end of the meeting.

MR. COFFEY: No further questions, your Honor.

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124

STEFAN JACHEMCZK

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, was examined and testified as follows:

125

DIRECT EXAMINATION

Q. (By Mr. Coffey) After Mr. Glowacki came down to the plant in late May of 1972, did you have any further conversations with Mr. Glowacki?

MR. MALEWSKI: If your Honor please, I thought it was agreed that the subject has been covered in previous testimony.

It's just a matter of repetition, and that on controverting he will have an opportunity to recall witnesses for rebuttal.

MR. COFFEY: The man hasn't testified to anything.

MR. MALEWSKI: If we are going over the same meetings, your Honor, I don't understand the point.

JUDGE ROSS: What is the nature of your objection?

MR. MALEWSKI: Well, it's a repetition of the Court's objection. It's gilding a lily.

If the testimony up to date is to be believed, there is a clear violation here. I don't see any point being served in it being repeated a third time.

JUDGE ROSS: There is a different violation charged with respect to this witness.

MR. MALEWSKI: If the violation --

JUDGE ROSS: If you will let me finish a sentence, sir.

MR. MALEWSKI: Sorry, sorry, your Honor.

JUDGE ROSS: Be seated.

126 I am not used to being interrupted in the middle of a sentence.

MR. MALEWSKI: Excuse me, your Honor.

JUDGE ROSS: The objection is overruled.

Ask your question.

MR. COFFEY: All right.

JUDGE ROSS: First I'd like you to establish that this is an 8B-3 -- establish his union -- knowledge of union activity, the union activity of the witness, and the knowledge, if any, of the company regarding his union activity, and then proceed to what you started -- to what you have got.

Q. (By Mr. Coffey) I direct your attention --

JUDGE ROSS: Mr. Jachemczk, did you join the union?

Did you sign a union card?

THE WITNESS: Yes.

JUDGE ROSS: When?

THE WITNESS: In May, the end of May. About May 25.
May 25.

JUDGE ROSS: Did you go to a meeting?

THE WITNESS: I have been to the meeting by Mr. Memelko, yes.

JUDGE ROSS: You went to his house?

THE WITNESS: I have been in his house also.

JUDGE ROSS: After that meeting did you sign a card?

127 THE WITNESS: I signed a card and I returned it to Mr. Memelko.

JUDGE ROSS: All right.

Now, after you signed the card, did there come a time when Mr. Glowacki spoke to you?

MR. COFFEY: Mr. Glowacki?

JUDGE ROSS: Glowacki.

THE WITNESS: Yes. Mr. Glowacki arranged a meeting --

JUDGE ROSS: Did he ask you any questions?

THE WITNESS: Yes. He spoke to everyone.

JUDGE ROSS: Did he ask you whether you joined the union?

THE WITNESS: Yes.

JUDGE ROSS: Whether you were for the union?

THE WITNESS: Yes, he did.

JUDGE ROSS: What did you tell him?

THE WITNESS: I going to join the union.

JUDGE ROSS: Did you tell him you were for the union?

THE WITNESS: I am for the union, I told him.

JUDGE ROSS: Did you tell him that?

THE WITNESS: I told him that.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) Now, following this, I direct your attention to June 3, 1972.

128 What happened on June 3, 1972, Mr. Jachemczk? A. Mr. Glowacki held a meeting in the Czas Publishing.

Q. After -- following this meeting, in the days following this meeting on June 3, 1972, did you have any conversations with anybody from the company? A. Oh, yes. Mr. Zajac called me upstairs and asked me if I am going to join the union.

I also told Mr. Zajac, yes, I am going to join the union.

Q. Did you have any other conversations with Mr. Zajac in June 1972? A. Yes. Mr. Zajac, he raised me a quarter in wage also then.

Q. When did he raise your wages a quarter? A. About -- I signed the application. About two weeks later on.

Q. What year? A. 1972.

Q. In what month? A. In June.

Q. Could you tell me what he said to you and what you said to him when he raised your wage? A. He just told me he is going to give me a quarter raise, and I thanked him for that, and I walked out.

Q. Now, after Mr. Zajac --

JUDGE ROSS: I am not sure I understand the testimony.

129 MR. COFFEY: After he signed a card for the union, he was given a raise by the company of a quarter.

Mr. Zajac gave it to him in early June 1972.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) After Mr. Zajac talked to you -- I direct you to June the 5th, 1972.

Did anything happen on June the 5th, 1972? A. Yes. I got a phone call from Mr. Glowacki in the house.

Q. What did Mr. Glowacki say to you, and what did you say to him? A. Mr. Glowacki called me at home that time.

He told me that, if I going to withdraw the application from the union, then -- then he secure me the job for the rest -- for as long

that Glowacki is in Czas Publishing, as long as Glowacki is in Czas Publishing.

JUDGE ROSS: I don't know what he is saying.

Repeat the witness' answer.

(Whereupon, the last answer was read back by the reporter.)

JUDGE ROSS: You have been using the name Glowacki. Is that any of the names in the Complaint?

MR. COFFEY: Yes.

Q. (By Mr. Coffey) After this phone call from Mr. Glowacki -- I direct your attention to June 1972.

130 Did anything happen on that date? A. Yes. I guess -- I mean, Mr. Zajac -- I was working at the press machine, and Mr. Zajac, he gave me one hour to think over, that he wants to know an hour later my answer.

Q. Your answer to what? A. If I going to withdraw from the -- the application from the union.

JUDGE ROSS: What date was that?

Q. When was this? A. In June.

Q. What did you say to Mr. Zajac? A. I told Mr. Zajac I have to think it over, and I continue working on still the press machine.

One hour later I came up to Mr. Zajac's office, and I told Mr. Zajac that -- whether -- what the other men is going to do if I am going to withdraw the application from the union, and what their wives are going to say and their kids if I going to withdraw application from the union, they're going to spit on me, and I refused to withdraw the application.

Q. Did Mr. Zajac say anything else to you on that occasion?
A. Yes. Mr. Zajac told me that I going to have a raise with Mr.

Memelko. I mean, the same raise, the same money that Mr. Memelko has.

131 Q. How much money were you making per week? A. It depends. I have delivery --

Q. On the average how much were you making a week?
A. 129.59 with a raise.

Q. And you already had gotten the quarter raise?
A. Yes.

Q. He said he was going to give you another raise? A. He was going to give me same as Memelko has and, therefore, the mailing and the newspaper and magazines separate.

Q. He was going to give you another raise for the newspapers and magazines too? A. Separate, yes.

Q. Did he say why he was going to give you these raises?
A. I mean, if I going to withdraw the application from the union, and furthermore that Mr. Glowacki wants to know the same day if I going to do that or not.

Q. You testified that you had one call from Mr. Glowacki.

Did you have any further calls from Mr. Glowacki? A. Yes, I have, about a week or two, another phone call from Mr. Glowacki.

Q. A week or two from what? A. From May, from May. I got another phone call.

Q. You got a second phone call from Mr. Glowacki?

132 A. Yes.

Q. What did you say to him, and what did he say to you?
A. Mr. Glowacki, he says again that, if I going to withdraw application from the union, I no going to be sorry as long as Mr. Glowacki is in Czas.

MR. COFFEY: Would you repeat the witness' answer?

(Whereupon, the last answer was read back by the reporter.)

JUDGE ROSS: I am not sure I understood your previous conversation with Mr. Zajac -- is it Mr. Zajac that you had a conversation with --

THE WITNESS: Zajac.

JUDGE ROSS: (continuing) -- in which he offered you another raise, the same salary as Mr. Memelko?

THE WITNESS: Correct.

JUDGE ROSS: That was after you told him you weren't going to withdraw from the union because somebody would spit in your face, he offered you another raise?

THE WITNESS: Correct, and I told --

MR. COFFEY: Was that before or after he offered -- before or after --

JUDGE ROSS: Now, when I am asking questions, I don't like to be interrupted by you either.

MR. COFFEY: Excuse me, your Honor.

JUDGE ROSS: When I need help, I will call for it.

133 Do I understand your testimony correctly that in a conversation you had with Mr. Zajac in which you were supposed to give him the answer as to whether or not you were going to withdraw from the union within one hour --

THE WITNESS: Correct.

JUDGE ROSS: (continuing) -- you went upstairs to his office --

THE WITNESS: Yes.

JUDGE ROSS: (continuing) -- that you told him you were not going to withdraw from the union, because if you did the workers, the other workers and their wives would spit in your face?

THE WITNESS: Correct. I told that.

JUDGE ROSS: And after that he offered you another raise; is that what you are telling me?

THE WITNESS: Yes.

JUDGE ROSS: After you told him that you weren't going to withdraw?

THE WITNESS: He told me before, and I told him after.

JUDGE ROSS: First he offered you another raise?

THE WITNESS: Right.

JUDGE ROSS: And you told him you weren't going to withdraw?

THE WITNESS: I told him after that, that's correct.

JUDGE ROSS: All right. Proceed.

134 Q. (By Mr. Coffey) Does any of your duties take you outside the office, outside the plant? A. Yes. I deliver the packages all over New York, outside New York, Brooklyn, all around.

JUDGE ROSS: Excuse me, Mr. Coffey.

I have one more question --

MR. COFFEY: Excuse me.

JUDGE ROSS: (continuing) -- and then you may proceed.

MR. COFFEY: Fine.

JUDGE ROSS: You said something about he was going to give you the same salary as Mr. Memelko?

THE WITNESS: Correct.

JUDGE ROSS: And also you said something about mailings.

THE WITNESS: Separate by the mailings.

JUDGE ROSS: What do you mean by "separate by the mailings"?

THE WITNESS: I mail the newspaper to the addresses --

JUDGE ROSS: Yes.

THE WITNESS: (continuing) -- and also magazines.

JUDGE ROSS: Yes.

THE WITNESS: You have two magazines, monthly magazines.

JUDGE ROSS: He was going to give you something extra for that?

THE WITNESS: Extra for that.

135 JUDGE ROSS: Before that did you get paid for those mailings?

THE WITNESS: No, just regular wage.

JUDGE ROSS: You got your regular wage?

THE WITNESS: Yes.

JUDGE ROSS: He said he was going to pay you extra for that?

THE WITNESS: Extra for that, correct.

JUDGE ROSS: All right. Now you may proceed.

Q. (By Mr. Coffey) Where was that that Mr. Zajac told you that? A. That was in June.

Q. Where was it? A. In the Czas Publishing office.

MR. COFFEY: Excuse me, your Honor. My notes are organized to go --

JUDGE ROSS: You are excused.

MR. COFFEY: I will have to check them a second.

Q. (By Mr. Coffey) Now, Mr. Jachemczk, were you ever sent to Mr. Glowacki's office with any packages as part of your duties? A. Yes. As soon as I signed the application for the union I was sent about two or three times a week at that time to the Polish National Alliance.

136 Q. For what purpose? A. With some packages I have to deliver there and a newspaper.

Q. Who sent you? A. I was sent by Mr. Zajac.

Q. Who were you supposed to see with these packages? A. I had to see Mr. Glowacki.

Q. Had you done that before you signed the card for the union?

A. Before I don't -- for two years I didn't do that. Just the heavy -- heavy packages, yes.

Q. But Mr. Zajac began sending you to Mr. Glowacki's office with light packages? A. After I signed a union application he sent me also with small packages and newspapers also.

Q. When you went to Mr. Glowacki's offices two or three weeks, what did Mr. Glowacki say to you?

JUDGE ROSS: Now, if you want him -- if you want a specific conversation regarding a specific date, I want a proper question.

You are talking about a series of visits that the man makes, and you ask him what did Mr. Glowacki say to you on a series of visits.

MR. COFFEY: On each one of these visits he always said the same thing.

137 JUDGE ROSS: You specify what visit you are talking about, and I will let you ask the question, but I am not going to let you ask questions which refer to more than one visit at a time, because I am sure that the conversations varied each time; or, if they didn't vary, you will let the witness say that they didn't vary. But I don't want you to ask a compound question like that.

That's the very thing I criticized you about before.

MR. COFFEY: Yes, your Honor.

Q. (By Mr. Coffey) When you went to Mr. Glowacki's office, were your conversations the same or did they differ? A. They were all the same.

Q. What did Mr. Glowacki say to you when you went to his office to deliver these packages?

JUDGE ROSS: I want the date, time, and place.

Q. (By Mr. Coffey) Did you go in June to Mr. Glowacki's office? A. Yes.

JUDGE ROSS: Now you are leading the witness.

Q. Give me the first time you went to Mr. Glowacki's office with a package.

Do you know the date the first time? A. About two weeks after I signed the application.

Q. Who sent you? A. Mr. Zajac.

Q. And when you got there, what did you say to Mr.

138 Glowacki, and what did he say to you? A. Mr. Glowacki called me inside his special office --

JUDGE ROSS: The question is:

What did Mr. Glowacki say to you? What did you say to Mr. Glowacki?

THE WITNESS: Mr. Glowacki, he told me that he is going to give me a raise, the same what Mr. Memelko has if I going to withdraw the application from the union.

JUDGE ROSS: What did you say to him?

THE WITNESS: I says, I can't do that, and once again I told Mr. Glowacki what the other men are going to say and their wives and their kids if I going to withdraw the application. They're going to spit on me just the same.

JUDGE ROSS: Now, you say you went there how many times a week?

THE WITNESS: As soon as I signed an application, two or three times a week.

JUDGE ROSS: Every time you went up there, he asked you the same question and you made the same answer?

THE WITNESS: Always the same. Almost the same thing.

JUDGE ROSS: Each time you went there?

THE WITNESS: Yes.

JUDGE ROSS: Every time you went there?

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THE WITNESS: Every time I went there.

Q. (By Mr. Coffey) On the date of the election, Mr. Jachemczk, did you have occasion to go to the Polish National Alliance for any reason? A. Yes. I went about 10:30 or 11:00 to pay the mortgage and the insurances to Mr. Glowacki at this time -- on this day.

Q. What did Mr. Glowacki say to you, and what did you say to him? A. Mr. Glowacki told me that, if I -- if I withdraw application, and I hope so, you are going to do that --

Q. Did he say anything else?

JUDGE ROSS: Just a minute.

Will you read that back?

I don't understand your answer.

Do you understand it? I don't.

MR. COFFEY: It's a little difficult.

Q. (By Mr. Coffey) Say what Mr. Glowacki told you, Mr. Jachemczk. A. Yes. Mr. Glowacki told me that if I going to withdraw the application, and I hope so, you are going to do that, if the election going to be held this day.

Q. Did he say anything else to you on that day? A. I don't remember.

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Q. Did he ask you to withdraw your application from the union? A. Yes. I mentioned that. Yes, he did, yes.

Q. Did you speak to anyone else at the Polish National Alliance that day? A. That time, no, I don't speak to nobody.

Q. Did you have any conversation with anyone else on the day of the election prior to the election? A. Oh, yes. That time I came from Mr. Glowacki to Czas Publishing, Mr. Zajac send me to the -- to Mr. Bracahi.

I went there, Mr. Bracahi says to me, "We know each other for so many years. Sit down. We are going to talk something about the union."

I says, "Go ahead."

Mr. Bracahi told me, "Did anybody threaten you in the Czas Publishing?"

I said no.

Mr. Bracahi, he says, "Then if you are going to throw the empty ballot into the voting box, nobody is going to know who did it."

I says, "I going to see. I don't know what I going to do."

And further, he says that, if the union doesn't going to go through, that Mr. Palka is going to fired first, Mr. Memelko we are not sure, half and half, but you is going to get raise.

141 "If Mr. Glowacki doesn't give you, I going to stick to," or something -- "I going to stick to it," or something.

Q. What did he say? A. That "I going to get you the raise myself," Mr. Bracahi.

Q. Now, when he said -- he said to you, "Did anyone at Czas threaten you," who was he talking about at Czas?

What was his words? What was his exact words?

What did he say? A. He thought maybe somebody told me that --

Q. What do you mean, somebody? A. That I shouldn't vote, I guess, for the union.

Q. When he mentioned the threats, who did he -- did he ask you to have threatened you?

What did you say about threats? A. I mean altogether the men who signed the application, I think.

Q. Mr. Jachemczk, say a whole sentence when you answer.

I know you'd like to just leave it up in the air, but we can't have that. A. Yes, sir.

Q. Mr. Jachemczk, what did Mr. Bracahi say to you about threats?

Say what he said to you.

What did he say to you about threats? What did he ask you?

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A. From what I understand --

JUDGE ROSS: Never mind what you understand.

What did he say?

THE WITNESS: He says, "If nobody threaten you in the Czas Publishing, then you don't have to worry about it."

Q. (By Mr. Coffey) What did he ask you? What did he -- did he say -- did he ask you if your fellow employees had threatened, or the managers had threatened you? A. Fellow employees.

JUDGE ROSS: What did he say?

What was going to happen if you put in a blank ballot?

THE WITNESS: I told him, "I don't know what I going to do."

JUDGE ROSS: What did he say would happen if you put in a blank ballot?

You said something about somebody being fired. Didn't you say that before?

THE WITNESS: After that.

JUDGE ROSS: You tell us exactly -- say it all over again.

THE WITNESS: Yes.

JUDGE-ROSS: Start from the beginning so we can understand what you are talking about.

MR. COFFEY: What did Mr. Bracahi -- excuse me, your Honor.

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THE WITNESS: I went down -- it was lunchtime on August 23. The election -- I was sent by Mr. Zajac --

JUDGE ROSS: You were in Mr. Bracahi's office and you are talking to him.

You tell us who said what.

THE WITNESS: Mr. Bracahi told me that, if I going to put an empty ballot into the box, the voting machine, nobody is going to know who did it, and I told him I going to see what I going to do. I don't tell him yes or no.

JUDGE ROSS: Was that the end of the conversation?

THE WITNESS: He told me if the election doesn't going to go through, that the union doesn't going to win, then Mr. Palka is going to be fired first, Mr. Memelko second, half and half, and I going to get a raise.

JUDGE ROSS: Second, half and half, what do you mean --

THE WITNESS: They don't mean what's going to happen.

JUDGE ROSS: They don't know what's going to happen to who?

THE WITNESS: To Mr. Memelko.

MR. COFFEY: Mr. -- May I ask a couple of questions, your Honor?

JUDGE ROSS: Go ahead.

Q. (By Mr. Coffey) Mr. Jachemczk, what did Mr. Bracahi ask you concerning threats?

MR. MALEWSKI: Your Honor, I object.

JUDGE ROSS: Yes.

MR. MALEWSKI: This has been gone over. I don't see any point to it. At any rate, I don't understand it.

THE WITNESS: That any --

JUDGE ROSS: Don't answer.

When I say sustained, you keep quiet.

THE WITNESS: Yes, sir.

JUDGE ROSS: You have had it already. You don't need any more.

MR. COFFEY: Can I ask another question, your Honor?

JUDGE ROSS: Yes.

Q. (By Mr. Coffey) Mr. Jachemczk, did Mr. Bracahi say he would do anything for you if you put in an empty ballot in the ballot box? A. Yes.

Q. What did he say he would do for you? A. He told me I going to get a raise.

If Mr. Glowacki doesn't give me, then Bracahi is going to work for that, he is going to get me a raise.

JUDGE ROSS: Now you have that in three times.

Q. Did you go on vacation in August, Mr. Jachemczk?

A. Yes.

Q. When did you return from vacation? A. On August 28, yes.

Q. Did anything unusual happen on August 28? A. Yes.

Q. Could you tell us what happened? A. I work whole day on August 28, but one hour before Mr. Kubicki come to me --

Q. One hour before what? A. Before finishing the work time.

Mr. Kubicki come in to me and to Mr. Memelko and told us that Mr. Kubicki, he wants to see us in Polinia Democratic Club.

Q. When did he want to see you? A. After work. After we are finished.

Q. And what happened? A. And I went there with Mr. Memelko, and Mr. Kubicki says, "That's your last chance," and Mr. Memelko, "to withdraw from the union."

Q. What else did he say? A. Mr. Kubicki, the foreman, he says that, "If you don't care about the other fellows, we care just about you and Mr. Memelko."

Q. Did he say anything else? A. And Mr. Kubicki, the foreman, he says again, "I want to know before 7:00 p. m."

Q. Did he say why he wanted to know before 7:00 p. m. ?
A. But Mr. Glowacki, he wants to know, "I have to make a phone call. Mr. Glowacki has a meeting in Polish National Alliance with the directors that day."

Q. All right.

What happened on August 29, 1972, Mr. Jachemczk?

JUDGE ROSS: Is that meeting over?

You left it hanging in the air.

Q. (By Mr. Coffey) Is that the end of that meeting?

Did you answer Mr. Kubicki at the meeting? A. Yes. I told Mr. Kubicki we can't do anything without them other fellows -- fellow members which signed the union card.

Q. Is that the end of the meeting? A. That's the end of that, yes.

Q. What happened on August 29, 1972, Mr. Jachemczk?

A. On August 29 I got sick.

Q. Did you go to work? A. I didn't go to work.

Q. Did anyone come to your house from work? A. Yes. Mr. Kubicki came.

Q. What did you say to him, and what did he say to you?

A. Mr. Kubicki is coming -- he says, "Come on to work."

I told him that I am sick, and I spit with the blood -- I have chest pains, and I spit the blood.

Q. What did Mr. Kubicki say to you? A. He told me that I am drunk.

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Q. Had Mr. Kubicki brought you anything to drink at the Polinia Democratic Club the night before? A. Yes, he did.

Q. How many drinks did he buy you at the Polinia Democratic Club? A. I drank just beer, and Mr. Kubicki drank whisky, and Mr. Memelko drank whisky.

Q. Were you drunk on the morning of August the 29? A. I was no drunk.

Q. Did anyone else come to your home or call you on August 29? A. Nobody else, no.

JUDGE ROSS: What time was this that Mr. Kubicki was at your house?

THE WITNESS: About 9:30, 10:00, something like that.

Q. (By Mr. Coffey) What did you do after Mr. Kubicki left? A. Then I went to Dr. Malko.

Q. Who is Dr. Malko? A. He is the closest doctor to where I live there.

Q. And what did you do with Dr. Malko? A. Dr. Malko, he gave me a shot.

JUDGE ROSS: What kind of a shot?

THE WITNESS: I told him -- explained to him that I have a pain in the chest and I spit with the blood.

I don't know what kind of shot it was.

148 Q. (By Mr. Coffey) What did you do after you left Mr. -- Dr. Malko's office? A. I went home again.

Q. Had anybody called your home while you were gone?

JUDGE ROSS: How would he know that?

A. No. No.

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149 Q. (By Mr. Coffey) Mr. Jachemczk, I direct your attention to August 30, 1972.

What happened on that day? A. Mr. Kubicki coming to me --
150 MR. MALEWSKI: I object, your Honor.

I believe this has been asked and answered before.

JUDGE ROSS: Objection overruled.

MR. MALEWSKI: Is my recollection correct?

JUDGE ROSS: Objection overruled.

Q. (By Mr. Coffey) This is the day following the first day that you went to Dr. Malko, Mr. Jachemczk?

MR. MALEWSKI: Objection, your Honor.

JUDGE ROSS: Overruled.

Q. (By Mr. Coffey) What happened on the very next day after you went to see Dr. Malko? A. Oh, yes, I went to -- to Czas Publishing, and I showed the note from Dr. Malko in Czas Publishing.

Q. Who did you show the note to? A. To Mr. Zajac.

Q. Did Mr. Malko give you a note? A. Yes, he did.

JUDGE ROSS: Now, let me see General Counsel's Exhibits 3 and 4.

Look at General Counsel's Exhibits 3 and 4, and which of these notes did you show Mr. Zajac?

THE WITNESS: Yes. On the 29th.

Q. (By Mr. Coffey) Did you show one or two or any of these? A. One.

151 Q. Which one?

JUDGE ROSS: He says the one dated August the 29th.

THE WITNESS: The 29th, yes.

MR. COFFEY: Okay.

Q. (By Mr. Coffey) What did Mr. Zajac tell you when you showed him the note? A. Mr. Zajac, he sent me to Mr. Glowacki at the PNA headquarters.

Q. What did you say to Mr. Glowacki, and what did he say to you? A. I show Mr. Glowacki that doctor's prescription --

Q. Are you referring to --

JUDGE ROSS: You mean the certificate?

THE WITNESS: Certificate, yes.

Q. (By Mr. Coffey) Are you referring to General Counsel's Exhibit 3 for identification? A. Yes, correct. And Mr. Glowacki told me that he didn't accept it -- any of the doctors, just Dr. Kostetski.

Q. Who is Dr. Kostetski? A. Dr. Kostetski is our doctor for Polish National Alliance.

Q. What did you say to him? A. I told Mr. Glowacki that I going to go to Dr. Kostetski.

Mr. Glowacki told me, "You don't have to go any more to Dr. Kostetski. In a few days you are going to get letter from our attorney, Mr. Malewski."

Q. Did Mr. Glowacki say anything else to you at that time? A. Mr. Glowacki, "You are discharged from the Czas Publishing."

Q. Did he say why you were discharged? A. He told me that I going to get letter from attorney, Mr. Malewski.

JUDGE ROSS: Did you get a letter?

THE WITNESS: Yes, I did.

JUDGE ROSS: Show him the letter.

MR. COFFEY: I don't have the letter.

MR. MALEWSKI: I sent a copy to Mr. Coffey.

JUDGE ROSS: Do you have the letter?

THE WITNESS: Yes.

JUDGE ROSS: Where is it?

THE WITNESS: In Mr. Coffey's office.

MR. COFFEY: I have the letter?

THE WITNESS: I have the letter -- I mean the copy of the letter.

MR. COFFEY: You have the copy -- excuse me. Mr. Jachemczk has a copy of the letter. He left it in my office.

JUDGE ROSS: Who?

MR. COFFEY: Mr. Jachemczk, the witness, has the copy of the letter in my office where he has left it.

153 He has never given it to the Board.

JUDGE ROSS: A copy of the letter is in your office?

MR. COFFEY: Yes. It's with his clothing.

Is that not so, Mr. Jachemczk?

THE WITNESS: Yes.

MR. COFFEY: We have never known about this -- we have never known that Mr. Jachemczk has actually received the letter.

JUDGE ROSS: Let's see the letter.

Do you have a copy of the letter?

MR. MALEWSKI: Yes, I have a copy of it. I will get it.

A copy was sent to Mr. Coffey.

JUDGE ROSS: Do you want to offer General Counsel's Exhibit 3 in evidence?

MR. MALEWSKI: Mr. Zajac has a copy of the letter.

MR. COFFEY: We would like to offer General Counsel's Exhibit 3 in evidence.

JUDGE ROSS: You object?

MR. MALEWSKI: I object, your Honor.

JUDGE ROSS: The objection is overruled as to General Counsel's Exhibit 3.

MR. MALEWSKI: On what grounds, your Honor?

JUDGE ROSS: On the grounds that this is the document shown to the Respondent and refused by the Respondent.

That's the ground on which it's being received.

MR. MALEWSKI: Thank you, your Honor.

JUDGE ROSS: It's not being received for the truth of what it states.

MR. MALEWSKI: I understand. Thank you.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 3, was received in evidence.)

MR. COFFEY: Do you want me to show Respondent the letter, your Honor?

JUDGE ROSS: You don't have to show it to Respondent.

Have it marked, and offer it in evidence, as I'd like to see it.

MR. COFFEY: Mark this as General Counsel's Exhibit 5 for identification.

(The document above referred to was marked General Counsel's Exhibit No. 5 for identification.)

Q. (By Mr. Coffey) I ask you to identify -- to examine General Counsel's Exhibit 5 for identification.

Can you tell me what this is (handing document to witness)?

A. Yes, that I was fired, that I didn't show up on August 28, and that statement when I work on the 28th of August, it's the wrong date on here.

Q. You say that -- A. On the 28th I worked. On the 29th I was out.

JUDGE ROSS: Let me see that.

MR. COFFEY: Yes, your Honor.

Q. (By Mr. Coffey) I direct your attention --

JUDGE ROSS: Just a moment, please. Would you mind waiting a minute?

MR. COFFEY: Yes, your Honor.

JUDGE ROSS: You made an offer in evidence, and I am reading the document.

I haven't ruled on the offer --

MR. COFFEY: I am sorry.

JUDGE ROSS: (continuing) -- and you are asking another question.

MR. COFFEY: I am very sorry.

JUDGE ROSS: General Counsel's Exhibit 5 is received in evidence.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 5, was received in evidence.)

Q. (By Mr. Coffey) What happened on August 31, 1972, Mr. Jachemczk? A. On August 31, about 10:00 o'clock, Mr. Kubicki, our foreman, bring me a check to my house, \$70 and some cents, and he told me again, "That's your last chance, withdraw from the union. Don't worry about nobody. Just worry about yourself.

My answer was: "Mr. Kubicki, that whatever happens, I will never withdraw from the union."

He handed me that check for one day, \$70 and some change.

Q. How much do you normally make for one day's pay, Mr. Jachemczk? A. That is hard to say. About \$30.

Q. Do you know what the other \$40 in the check was for? A. I haven't got any idea.

Q. Mr. Jachemczk, I direct your attention to the 2nd of September 1972.

What happened on the 2nd of September? A. I was still sick. Dr. Malko didn't help me with anything, and I had to go to Monticello to Dr. Greenberg.

Q. Why did you go all the way to Monticello to see a doctor?
A. I have a bungalow in Woodbury, and Dr. Greenberg in upstate New York is very well known that he is a good doctor and a good surgeon.

JUDGE ROSS: Greenberg?

THE WITNESS: Greenberg.

JUDGE ROSS: Not Polish?

THE WITNESS: Not Polish, no.

A. (Continuing) Then I went to Monticello to his office, to Dr. Greenberg, on Saturday it was, and Dr. Greenberg, he took x-ray of me and examined me, and Dr. Greenberg, he told me, "Did you work in this condition?"

I said, "No."

Dr. Greenberg, he told me, "It's a good thing you didn't."

MR. MALEWSKI: Objection. It's hearsay.

JUDGE ROSS: There is no jury here. You are not being harmed.

It's hearsay.

Q. (By Mr. Coffey) What happened --

MR. MALEWSKI: I mean, it's --

JUDGE ROSS: All right. I sustain the objection.

Strike the answer. It's hearsay.

Q. (By Mr. Coffey) What happened on the 4th of September, 1972? A. Yes, he advised me right away to go to the hospital, Hamilton Hospital in Monticello.

Q. You were admitted to the Hamilton Hospital? A. Yes.

JUDGE ROSS: What was your condition?

For what condition?

THE WITNESS: Pain in the chest, and I spit with the blood.

158

Q. (By Mr. Coffey) How long did you remain in Hamilton Hospital? A. I was hospitalized there for a day.

Q. And what did you do after you -- what did you do on -- were you released on 9/12? A. 9/12, correct.

JUDGE ROSS: Would you like to testify? I will swear you in, Mr. Coffey, if you want to testify.

MR. COFFEY: Excuse me, your Honor.

Q. (By Mr. Coffey) I direct your attention to September 14, 1972.

What did you do on the 14th? A. Yes, I returned from the hospital September 14.

I went to the Czas Publishing to Mr. Zajac and asked him for disability form.

Q. What did -- A. He refused to give me the application form.

Q. What did he say to you? A. Mr. Zajac told me there is not such thing, to get an application, disability application from us, and advised me to go on unemployment, they have all kinds of applications. And I left.

Q. I direct your attention to September 22, 1972.

A. Yes. On September 22 I came again to Czas Publishing, to Mr. Zajac, and asked him about my Blue Cross.

JUDGE CROSS: About what?

159

THE WITNESS: My Blue Cross, Blue Cross.

JUDGE ROSS: Blue Cross?

THE WITNESS: Yes.

JUDGE ROSS: All right.

Q. (By Mr. Coffey) What did you ask Mr. Zajac about your Blue Cross? A. Mr. Zajac told me, "You don't belong any more to the Czas Publishing."

"You have a letter from Mr. Malewski, the attorney, that you are fired."

Then I went downstairs to the people who vote -- I mean -- yes, who vote for the union, and I called them upstairs.

Q. Who was it that you called upstairs? A. That was Mr. Palka, Mr. Pajak, Mr. Purij, and myself.

Q. What did Mr. Zajac say? A. They went upstairs, Mr. Zajac repeated that I don't belong here anymore. He will never pay the Blue Cross.

JUDGE ROSS: He what?

THE WITNESS: He will never pay the Blue Cross for me.

JUDGE ROSS: He will never --

THE WITNESS: Pay the Blue Cross.

JUDGE ROSS: Pay the Blue Cross for you?

THE WITNESS: Yes.

160 Q. (By Mr. Coffey) Did the company pay the Blue Cross for its employees? A. Before the company pays half, and the other half we pay every month.

* * * * *

162 Q. (By Mr. Coffey) I direct your attention to January 29, 1972, Mr. Jachemczk.

What happened on January 29, 1972 -- '73? A. Yes. I received a phone call from Mr. Glowacki.

Mr. Glowacki said that he wants to see me and Mr. Memelko in his office. I said okay.

Q. Did he say when he wanted to see you? A. The next day.

Q. What happened? A. We went both together, with Memelko.

Q. Where did you go? A. We went to PNA headquarters to Mr. Glowacki.

Q. When did you go? A. Afternoon, 4:30.

Q. What day? A. On January 30, the next day.

163 Q. What happened when you got there? A. Mr. Glowacki told us that we are being -- by the union -- and Mr. Malewski, the attorney for the Polish National Alliance, was present -- by the union, and that the union hasn't got jobs for us, and I told him, and Memelko told him also, Mr. Glowacki, that we know that. And Mr. Glowacki, he says he has plenty of jobs, and also he has five books to print, but he want to know before if we are going to withdraw from the union.

We said to Mr. Glowacki that we cannot do anything, both of us. We have to speak to another two fellows.

Q. What other two fellows? A. Mr. Palka and Mr. Pajak.

Mr. Glowacki also mentioned that he is going to give us also a 15% raise at that time.

JUDGE ROSS: Would you read back that answer, please, the whole answer?

(Whereupon, the last answer was read back by the reporter.)

JUDGE ROSS: I am not sure I understood the first part.

Q. (By Mr. Coffey) You said that Mr. Glowacki said he would give you a 15% raise? A. Yes.

164

Q. What else did he say? A. That we are going to have everyone who is working in the Czas, he is going to have a job if we are going to withdraw from the union.

JUDGE ROSS: I can't understand, maybe you can explain it to me, Mr. Stefan -- excuse me for calling you Stefan, because I have trouble with your last name.

Why would Mr. Glowacki be speaking to you? You were no longer working for the company.

THE WITNESS: That I don't know either.

JUDGE ROSS: Did he say anything about that to you?

THE WITNESS: He never mentioned anything, that I return to the printing place again, but I was always present by the meetings.

JUDGE ROSS: Okay. Proceed.

Q. (By Mr. Coffey) Did he ever offer you anything else besides the 15% raise at that time? A. Yes. He offered ten sick days and 40 hours -- after 40 hours overtime.

Q. Overtime at what rate? A. Time-and-a-half.

Q. Did he say anything about the ten sick days? A. Yes. He says, "If you don't use this ten sick days by the end of this year" --

JUDGE ROSS: Now you are violating my law as to accumulation.

165

MR. COFFEY: This is another incident, your Honor. This is not the February 3rd incident.

JUDGE ROSS: All right.

Q. (By Mr. Coffey) Continue.

JUDGE ROSS: I don't know how it adds anything more, except to have it repeated, but go ahead.

A. If you don't use that ten days, sick days, by the end of this year, they going to pay for it.

Q. Now, the beginning of the conversation, Mr. Malewski -- Mr. Glowacki said something about the union doesn't have jobs for you? A. Correct. Yes.

Q. Can you explain that again, what he was talking about then? A. We had been with Memelko at that time, January, I guess, 14th or 15th --

JUDGE ROSS: We're talking about January 30.

THE WITNESS: January 30?

MR. COFFEY: He is explaining something, your Honor, if you give him another minute.

JUDGE ROSS: If you are trying to help me --

MR. COFFEY: I am not trying to do anything but explain to your Honor --

JUDGE ROSS: If you want to explain to me what happened on January 30, I want to know what happened on January 30 and not what happened on January 15.

166 MR. COFFEY: Your Honor expressed an interest in having --

JUDGE ROSS: The first part of the conversation, I expressed an interest in the first part of the conversation when the witness went with Memelko pursuant to a request to Mr. Glowacki's office at the Polish National Alliance. That's what I first meant, not anything else.

MR. COFFEY: Yes, your Honor.

Q. (By Mr. Coffey) Now, when Mr. Glowacki said all these things to you, what did you say to him? A. I said and Mr. Memelko that we cannot do anything both together.

JUDGE ROSS: Come on. I don't want repetition here.

Q. After you said that, did you say anything else to Mr. Glowacki, or was that the end of the conversation? A. No, we had to arrange another meeting with Mr. Palka and Pajak.

Q. Did you say that to Mr. Glowacki, or did he say that to you? A. No. We asked Mr. Glowacki, yes.

Q. What did Mr. Glowacki say? A. Yes. Mr. Glowacki agreed.

JUDGE ROSS: Did you have that other meeting?

THE WITNESS: Yes, we did.

JUDGE ROSS: What date?

167 THE WITNESS: That was on February 3, on Saturday.

JUDGE ROSS: That's the meeting which the last witness testified about?

THE WITNESS: That was a Saturday, 7:00 p. m.

MR. COFFEY: That's the one.

* * * * *

169 Q. (By Mr. Coffey) When did you start working for the company? A. 1953.

Q. What were your duties? A. My duty was -- I was working on press machine, and I did some mailings and newspaper --

JUDGE ROSS: Did you say 1953?

THE WITNESS: '53, correct.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) You worked steady at Czas between 1953 -- A. Steady. I was never laid off. Steady work there.

Q. Did you ever have a day off without pay? A. No, I didn't have a day off without pay.

Q. What did your duties include?

JUDGE ROSS: When? I presume his duties may have changed over the twenty-year period.

170 JUDGE ROSS: What were your duties at the time you were discharged?

THE WITNESS: I was working on a press machine, and I do mailing and newspapers and magazines.

JUDGE ROSS: All right. Proceed.

THE WITNESS: And delivered also everything all over.

MR. COFFEY: No further questions.

* * * * *

171

16 Court Street
Brooklyn, New York
Tuesday, March 13, 1973

* * * * *

173

CROSS EXAMINATION

* * * * *

183

JUDGE ROSS: Now, before you cross-examine, this is outside the scope of the direct examination. I want you -- I'm not going to permit you to engage in a fishing expedition.

If you want to state now all of the reasons that you contend that you fired this man for, I'll permit you to cross him with respect to those matters, only those matters which you state are the basis for his discharge.

I observe that in the letter which was sent to the -- your letter which was sent to the witness, which is in evidence as General Counsel's Exhibit 5, there was only one ground stated for discharge, and that was his absence on the day previous to his termination.

MR. MALEWSKI: I believe that the ground has been enlarged in the answer, in the formal answer filed, your Honor.

May I be permitted to cross-examine on the --

JUDGE ROSS: You will be permitted to cross-examine only with respect to the items that you tell me now were the grounds for his discharge.

What were the grounds for his discharge?

184 MR. MALEWSKI: The grounds, your Honor, were excessive lateness, appearing at work --

JUDGE ROSS: What?

MR. MALEWSKI: Excessive lateness would be one ground.

JUDGE ROSS: Okay. I heard that.

MR. MALEWSKI: Second ground would be appearing at work intoxicated.

The third ground would be poor performance of duties --

JUDGE ROSS: Poor?

MR. MALEWSKI: Yes, your Honor.

JUDGE ROSS: Specifically what?

MR. MALEWSKI: Failure to --

JUDGE ROSS: That covers a multitude of sins.

MR. MALEWSKI: Yes, it does, your Honor.

JUDGE ROSS: I want you to be specific.

MR. MALEWSKI: Specifically, late deliveries, your Honor, on assignments and tardiness in performing assigned tasks.

JUDGE ROSS: What assigned tasks?

MR. MALEWSKI: Within the shop.

JUDGE ROSS: Any specific assigned tasks?

MR. MALEWSKI: Packaging, making up bundles for delivery.

185 JUDGE ROSS: Well, that's the same thing, isn't it, packaging and making up bundles for delivery?

MR. MALEWSKI: Yes, it would be the same thing, your Honor.

JUDGE ROSS: Well, I don't want you to be repetitious. Just tell me the things you claim you discharged him for.

MR. MALEWSKI: All right.

Misbehaving during working hours.

JUDGE ROSS: Specifically?

MR. MALEWSKI: Threatening the -- threatening the manager of the premises.

JUDGE ROSS: How often did that occur?

MR. MALEWSKI: That occurred twice, your Honor.

JUDGE ROSS: When was the last time?

MR. MALEWSKI: The last time was on an occasion when he appeared --

JUDGE ROSS: What date?

MR. MALEWSKI: The date would be June of 1971.

JUDGE ROSS: A year before his discharge?

MR. MALEWSKI: Right.

JUDGE ROSS: Continue.

MR. MALEWSKI: Another ground would be engaging in arguments and disagreements with fellow employees.

JUDGE ROSS: When was the last time for that?

186 MR. MALEWSKI: The last time would be the date in question, August 28th.

JUDGE ROSS: Argument on August 28th?

MR. MALEWSKI: Argument with Mr. Kubicki, August 29th, the date he was fired, argument with Mr. Kubicki. And also that date -- there would be a further date, argument with Mr. Zajac when he came and demanded the disability forms that he's testifying to.

JUDGE ROSS: You mean after he had been discharged?

MR. MALEWSKI: Subsequent, yes. That's not relevant.

JUDGE ROSS: You mean he was discharged a second time again after he was discharged the first time?

MR. MALEWSKI: I'm sorry, your Honor.

JUDGE ROSS: All right.

Proceed.

MR. MALEWSKI: Did I cover everything?

JUDGE ROSS: I don't know whether you have covered everything. I have written down everything you have told me. I hope you have covered everything.

MR. MALEWSKI: Let's see. We got disagreements, excessive lateness, threats, poor performance, late deliveries.

* * * * *

190

Q. (By Mr. Malewski) Were you present in June, 1971, at a party at the Czas Publishing Company, a birthday party?

A. There were so many occasions I don't know which ones. Mr. Glowacki has so many occasions --

Q. Were you present on one occasion in June, 1972, at the Czas Publishing Company when Mr. Palka was present, Mr. Puri, Mr. Kubicki and Mr. Mamelko were present?

Do you recall being present on such an occasion? A. What I remember, I guess Mr. Zajac --

191

Q. Do you remember being present? If you don't, just say so.

A. Yes.

Mr. Zajac, his daughter had a daughter at that time, a born daughter at that time.

Q. Do you remember anything that happened on that date?

A. I don't know anything. I don't remember anything.

Q. Do you remember having an argument with Mr. Mamelko and striking Mr. Mamelko? A. No, I did not.

Q. Do you remember having an argument with Mr. Kubicki and striking Mr. Kubicki? A. At that time, no.

Q. Do you remember having an argument and striking Mr. Palka? A. No.

* * * * *

198 MR. COFFEY: General Counsel calls Marian Mamelko to the stand.

Whereupon,

MARIAN MAMELKO

was called as a witness and having been first duly sworn by Judge Ross, was examined and testified as follows:

199 JUDGE ROSS: Please be seated.

Give your full name and home address to the reporter.

THE WITNESS: Marian Mamelko, 79 Grand Street, Brooklyn, New York.

JUDGE ROSS: Proceed.

DIRECT EXAMINATION

Q. (By Mr. Coffey) Mr. Mamelko, how long have you been working for Czas? A. I work in Czas Publishing Company since 1949. I start as assistant pressman.

In 1953 I became a pressman.

Q. Mr. Mamelko, how did you get involved in the organizational campaign at Czas? A. The beginning of May, 1962.

Q. 1962 or 1972? A. 1972.

At that time, I ask Mr. Zajac for a raise.

Mr. Zajac said all right, Marian, you go to Mr. Glowacki.

I went to Mr. Glowacki. Mr. Glowacki tell me that we have no money, Marian. I come back and I tell Mr. Manager, Mr. Zajac. Mr. Zajac, sorry, I can't work any more late hours for straight time. He say all right.

200

Q. When was this that you said that to Mr. Zajac? A. The beginning of May, about May 12th or May 13th.

JUDGE ROSS: I hope that you're not just wasting my time in this background as to the organization.

MR. COFFEY: No, your Honor.

JUDGE ROSS: That you got something specific.

MR. COFFEY: Yes, your Honor.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) Go ahead. A. So then, after Mr. Zajac tell me, well, Marian, you have to go working at night.

Q. When did Mr. Zajac tell you you had to go working on nights? A. May 13th. I work it in night myself from May 15th to June 29th.

JUDGE ROSS: The original question you were asked was how did you come to get involved with the union?

MR. COFFEY: Right.

THE WITNESS: I was not satisfied. I made contact with --

JUDGE ROSS: Well, what is the materiality of how he became involved with the union? You tell me that first before I let you go any further with this.

MR. COFFEY: Yes, your Honor.

The witness is trying to testify that he became dissatisfied with his working conditions when he was transferred to night.

* * * * *

Q. (By Mr. Coffey) You say you worked til June 29th on night shifts.

How did you get off the night shift? A. Well, Mr. Glowacki come to Czas and tell to my manager, Mr. Zajac, I can't work any more in night shift.

Q. When did he say that? A. About June 29th.

Q. Did you ever go to Mr. Glowacki prior to June 29th and ask him to get off the night shift? A. No.

JUDGE ROSS: When did you sign the union card?

THE WITNESS: About May 27th.

JUDGE ROSS: That was after you were turned down for a raise?

203

THE WITNESS: After.

JUDGE ROSS: And after -- that was after you started to work on the night shift?

THE WITNESS: Yes.

JUDGE ROSS: You had already been working on the night shift when you signed the union card?

THE WITNESS: Yes.

JUDGE ROSS: And then were you present at the time when this meeting took place in the shop when the man from the Polish National Alliance came over and talked to you about withdrawing from the union?

THE WITNESS: I was present.

JUDGE ROSS: At that time you were working on the night shift?

THE WITNESS: Yes.

JUDGE ROSS: Were you interrogated as to whether you were for the union or not? Were you asked whether you were for the union by Mr. Glowacki?

THE WITNESS: Yes, I asked.

JUDGE ROSS: When did he ask you that?

THE WITNESS: In May, May 28th or 27th.

JUDGE ROSS: What did you tell him when he asked you that?

THE WITNESS: I tell Mr. Glowacki that we are organizing a union in the shop.

204

JUDGE ROSS: I didn't hear you. Say it again.

THE WITNESS: I tell Mr. Glowacki we try organize union in this --

JUDGE ROSS: You told him that you organized a union?

THE WITNESS: We, yes.

* * * * *

210 Q. (By Mr. Coffey) Mr. Mamelko, I direct your attention to August 28, 1972. A. Yes, sir.

Q. Can you tell me what happened on that date? A. On August 28th, that was after election, I can't remember. Yes, August 28th was after election.

Q. The election was August 23rd. A. 23rd, yes.

211 On August 28th, Mr. -- my foreman, Mr. Kubicki, invited me and Steve Jachemzcyk to the -- all right?

JUDGE ROSS: Go ahead. Don't pay any attention to the counsel's table.

A. (Continuing) -- invite me to the bar, and he told us: Listen, this is your last chance. Forget about union, just withdraw cards from union and everything be all right.

I tell Mr. Kubicki, my foreman, sorry, I can't do this. What happened with other two men, Jachemzcyk and Pajak.

He told me don't worry about them, just worry about yourself.

I told him, look, Mr. Kubicki, I can't do this.

Then he said, Look, I have to go to Mr. Glowacki and say yes or no.

I say no. That's it.

JUDGE ROSS: What time of the day was this when he invited you to the bar?

THE WITNESS: After work.

Q. (By Mr. Coffey) Did Mr. Jachemzcyk say anything to Mr. Kubicki on that occasion? A. If I remember, he tell the same thing.

212 Q. What did he say? A. He tell same thing. I can't resign from the union.

Q. I direct your attention to December 2, 1972, Mr. Mamelko. A. Yes, sir.

Q. Were you -- did anything unusual happen on December 2, 1972? A. December 2, 1972, was Saturday. I -- I passed the place where I work. I saw men working on the printing machine.

JUDGE ROSS: Is there anything about this cumulative testimony that is different from what we have had already?

MR. COFFEY: It is Mr. Mamelko's machine that the man was working on.

JUDGE ROSS: We have that already in the record.

* * * * *

218 MR. MALEWSKI: I call Mr. Zajac, please.
Whereupon,

KAZIMIERZ ZAJAC

was called as a witness and having been first duly sworn by Judge Ross, was examined and testified as follows:

JUDGE ROSS: Please be seated.

Give your full name and home address to the reporter, please.

THE WITNESS: My name is Kazimierz Zajac, K-a-z-i-m-i-e-r-z Z-a-j-a-c.

I am living at 5027 60th Street, Woodside, New York.

DIRECT EXAMINATION

Q. (By Mr. Malewski) What is your capacity with Czas Publishing Company?

What job do you hold? A. I am the manager.

Q. How long have you been a manager? A. 11 years.

Q. 11 years? A. Since '61.

219 Q. Do your functions include keeping the employment record and the Social Security record of the -- A. That's correct.

Q. I see.

Did you hear Mr. Jachemzcyk testify? A. Yes, I did.

Q. All right.

In September, 1972, when Mr. Jachemzcyk appeared at the office and requested a disability form, will you testify as to what happened? A. Yes.

Mr. Jachemzcyk stated that I refused this form.

JUDGE ROSS: Never mind what he said.

Q. (By Mr. Malewski) Well, what happened? A. It happened that Mr. Jachemzcyk came and asked me to give him this disability forms.

I explained him kindly that it never happened during all my years of working here as a manager that we never had any case like this and I have no forms and I really don't know how they look, and I advised him that I can find him and bring or he can go to unemployment and get them.

That was all my reply.

220

Q. Did you refuse to give him the forms? A. Absolutely no because I had no this forms.

Q. Okay.

Now, on August 29th, 1972, did you send Mr. Kubicki to Mr. Jachemzcyk's house? A. That's correct.

Q. About what time did you send him? A. About 8:30.

Q. All right.

About what time did he return? A. Mr. Kubicki?

Q. Yes. A. About 15, 20 minutes.

Q. Prior to sending Mr. Kubicki to Mr. Jachemzcyk's house, did you receive any telephone calls from Mr. Jachemzcyk?

A. No.

Q. All right. A. I was trying to call him. There was no reply.

Q. What did Mr. Kubicki tell you when he returned?

A. Mr. Kubicki stated that Mr. Jachemczyk is under influence of alcohol but he will come to work pretty soon.

Q. Did he ever come to work? A. No.

MR. COFFEY: Objection, your Honor.

221 JUDGE ROSS: On what ground?

MR. COFFEY: He's testifying as to what Mr. Kubicki said. It is hearsay.

MR. MALEWSKI: Mr. Kubicki is present, your Honor.

JUDGE ROSS: It is hearsay, there is no question about that.

Q. (By Mr. Malewski) Do you have with you today the employment record of the employees of Czas Publishing Company?

A. Yes, I have.

Q. Do you have the ledger which notes the times absent and the times late? A. Yes, I have.

Q. Would you please hand that to me? A. Yes.

(Handing.)

Q. Is this book kept in the normal course of employment?
A. Yes.

Q. Does this book set forth the employment record of each employee of Czas -- A. Yes.

Q. (Continuing) -- Publishing Company? A. Yes.

222 Q. Does this book contain the dates that the employees were absent and the dates that they were late? A. Yes.

Q. Is this book maintained by you as the manager of Czas Publishing Company? A. That's right.

Q. Is this the actual and original employment book record?
A. That's right.

MR. MALEWSKI: I offer it for identification.

JUDGE ROSS: Mark it as Respondent's Exhibit 1.

What's the book called?

MR. MALEWSKI: It is called the journal.

(Whereupon, the above-mentioned document was received and marked as Respondent's Exhibit (Zajac) 1 for Identification, as of today's date.)

Q. (By Mr. Malewski) Are the entries in this book made by you personally, Mr. Zajac? A. Yes.

Q. I show you entries on page 7 -- well, page 7.

I ask you to identify it, if you will.

(Handing.)

223

A. That's correct.

Q. What employee does this page cover? A. That's page of Mr. Jachemczyk.

JUDGE ROSS: That's page 7?

THE WITNESS: That's right.

Q. (By Mr. Malewski) Would you look at page 11, please?

A. It is continued for Mr. Jachemczyk's.

* * * * *

225

VOIR DIRE EXAMINATION

Q. (By Mr. Coffey) Mr. Zajac, I notice that you have the records stamped in in red and also there are notations in blue pen.

Who put the notations in blue pen in? A. Myself.

JUDGE ROSS: When?

Q. (By Mr. Coffey) When? A. When I was stamping in it, I was putting notations.

JUDGE ROSS: You put those notations?

226

THE WITNESS: Yes.

JUDGE ROSS: Show him the specific notations that you said were self-serving.

When did you make the notations --

Q. (By Mr. Coffey) January 6, 1972, it says, "Alcohol."

When did you put that in there? A. It doesn't say so. It says half hour late and I smell alcohol.

Q. It doesn't say, I smell alcohol.

What does it say? A. Under alcohol.

Q. It says P. R. D. A. P. O. D., which means under. That's in Polish, sir.

Q. I see.

And when did you put that in? A. Immediately after he came late, so I made a note.

JUDGE ROSS: Let me see that.

MR. COFFEY: Yes, your Honor.

(Handing.)

JUDGE ROSS: You know, one has to be a translator of hydro-glyphics to understand what the book says.

Looking at the entry of December 11, 1971, I believe that is -- is that correct?

227

THE WITNESS: Yes, sir.

JUDGE ROSS: What does it say?

THE WITNESS: Drunk. He did not --

JUDGE ROSS: What does this say?

THE WITNESS: That's in Polish.

JUDGE ROSS: And what does that mean?

THE WITNESS: Drunk. He didn't show up to work.

JUDGE ROSS: Now, sometimes you wrote it in English and sometimes you wrote it in Polish?

THE WITNESS: Yes, yes, your Honor. I was writing it just for my own information. I never thought that it would be needed sometime.

JUDGE ROSS: And in looking through this book, there were other people who were drunk; is that correct?

THE WITNESS: Yes, one of them was drunk.

JUDGE ROSS: A Mr. Kabat?

THE WITNESS: Yes.

JUDGE ROSS: Was drunk?

THE WITNESS: Yes, that's right.

JUDGE ROSS: What does this say?

THE WITNESS: Sick and death of his son.

JUDGE ROSS: What about this?

THE WITNESS: May 18, 1971.

JUDGE ROSS: What does that say?

THE WITNESS: That he couldn't work longer because he had a meeting -- this is Mamelko -- somewhere in the evening.

JUDGE ROSS: And who's this gentleman?

THE WITNESS: He was working with us and then he was discharged.

JUDGE ROSS: What's his name?

THE WITNESS: Steca. He was drunk.

JUDGE ROSS: From July 17th to August 16th?

THE WITNESS: These are separate dates.

JUDGE ROSS: I understand.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: He was drunk five times in a row?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: And what is this? Alongside of Mr. Mamelko on May 26, 1972, what does that say?

THE WITNESS: May I see it?

JUDGE ROSS: Yes, sure.

(Handing.)

THE WITNESS: He has some kind of first holiday because of his child.

JUDGE ROSS: What is this last part?

THE WITNESS: That's his child. He had some kind of -- at school, some kind of holiday.

JUDGE ROSS: All right.

You may -- any further inquiries?

229 Well, when you smelled alcohol on Mr. Mamelko's breath -- I mean Mr. Jachemczyk's breath, and you put it down in the book that he was a half hour late and that smelled alcohol on his breath, you, you let him go to work; is that correct?

THE WITNESS: Yes.

JUDGE ROSS: All right.

VOIR DIRE EXAMINATION (Continued)

Q. (By Mr. Coffey) Did you ever send him home for being drunk on any of these days that you listed drunk on June 19th, on June 14th, on January 6th, 1972?

Was he ever sent home? A. No.

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230 DIRECT EXAMINATION (Continued)

Q. (By Mr. Malewski) Mr. Zajac, would you read the record for June 4, 1969?

JUDGE ROSS: That I find objectionable.

231 If all he's going to do is read the record, we got the record in evidence.

If you want to ask him a specific question with regard to that date, I'll hear you, I'll hear a specific question.

Will you take a look at the book for the -- what's the date?

MR. MALEWSKI: June 4, 1969, your Honor.

JUDGE ROSS: June 4, 1969?

MR. MALEWSKI: Yes.

JUDGE ROSS: Do you have an entry -- an unusual entry regarding Mr. Jachemzcyk on that date?

THE WITNESS: Yes.

JUDGE ROSS: What is the entry?

THE WITNESS: Just that he came three hours late.

JUDGE ROSS: Three hours late?

THE WITNESS: That's right.

JUDGE ROSS: Is that all the entry states?

THE WITNESS: That's all.

MR. MALEWSKI: May I ask him in sequence?

JUDGE ROSS: Go ahead.

Q. (By Mr. Malewski) Do you have an entry for June 5, 1969?

A. Yes.

Q. Read it, please. A. Four hours.

Q. Entry for June 11, 19 --

MR. COFFEY: Objection, your Honor.

JUDGE ROSS: Overruled.

Q. (By Mr. Malewski) June 11, 1969. A. Eight hours.

Q. June 13th --

JUDGE ROSS: How many are there of these?

MR. MALEWSKI: Thirteen, your Honor.

Q. June 13, 1969? A. Four hours, but it was allowed to him. He had something to do at the immigration office.

Q. Okay, fine.

July 17, 1970, read the entry, please. A. Drunk.

Q. December 11, 1971? A. Four hours.

MR. COFFEY: Objection, your Honor.

JUDGE ROSS: Overruled.

MR. COFFEY: The record speaks for itself.

JUDGE ROSS: I heard you.

Q. (By Mr. Malewski) January 11, 1971? A. Drunk. He didn't show up to work.

233 Q. January 27, 1971? A. Two hours.

Q. February 22, 1972? A. Three hours.

Q. January 6, 1972? A. Half an hour.

Q. June 9, 1972? A. Two and a half hours.

Q. June 14, 1972? A. One hour.

Q. August 29, 1972? A. Drunk.

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242 Q. (By Mr. Malewski) Do you recall July 6, 1972, Mr. Zajac? A. July 6, 1972?

Q. January 6, 1972? A. January 6th?

Q. Yes. A. Yes.

Q. What happened that day? A. It was a day that he didn't show up to work.

Q. Do you recall what you saw on that date when he did show up for work? A. Well, he was -- I smelled alcohol. He was red-faced. His eyes were -- I don't know how to say it -- glazed or some sparkling and so on, so I knew he was under influence of alcohol. He was coming -- you know, making funny noises.

Q. Do you recall June 9, 1972? A. It happened so many times that I can't specify --

JUDGE ROSS: Just answer the question.

THE WITNESS: No, I do not remember exact dates.

Q. (By Mr. Malewski) Do you recall two occasions in June, 1972, when Mr. Jachemzcyk came to work late? A. Yes, yes.

Q. Do you recall your observation on those two dates?

243 A. Yes.

JUDGE ROSS: What dates?

MR. MALEWSKI: June 9, 19 --

JUDGE ROSS: How can you tell us that you recall an observation on a date that hasn't even been given to you?

THE WITNESS: In June, your Honor. I was reading that paper, of course. Just a few minutes ago you have showed me this paper and, of course, I remember that it was in June.

JUDGE ROSS: Go ahead, counsel.

Q. (By Mr. Malewski) Do you recall your observation on those dates? A. Yes.

He used to come late and he was under influence -- you know, I smelled from him --

Q. Describe what you saw. A. He was redfaced. He was not shaved, dirty, not looking nice. Of course, he had no --

JUDGE ROSS: What kind of work did Mr. Jachemzcyk do for you?

THE WITNESS: He was pressman, sir.

JUDGE ROSS: What else did he do?

In June of 1972, we are talking about.

What kind of work was he doing at that time?

THE WITNESS: The same.

JUDGE ROSS: Was he making deliveries for you?

THE WITNESS: Yes.

JUDGE ROSS: Was he driving a truck for you?

THE WITNESS: Yes.

JUDGE ROSS: And you sent him out on a truck even though he was this way?

THE WITNESS: Yes.

JUDGE ROSS: You didn't stop him?

THE WITNESS: No.

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251

CROSS EXAMINATION

Q. (By Mr. Coffey) Mr. Zajac, how long have you worked at Czas? A. Since July, '61.

Q. And in that time has Mr. Jachemzcyk always worked there? A. That's correct.

Q. How many times in that period since 1961 has Mr. Jachemzcyk come in drunk all together? A. Many times.

252 Q. A hundred times? A. Maybe hundred. I didn't count it.

Q. Could it have been a hundred? Could it have been more than a hundred? A. It could be.

Q. Could it have been more than 200 times? A. I don't know. I didn't count, counselor. I told you.

Q. Well, could it have been more than 200? A. I can't say. I'm sorry.

Q. Was he drunk in 1968? A. Yes, he was.

Q. Was he drunk in 1967? A. I think so.

Q. In '66? A. Of course.

Q. In '65? A. But not so many times as last year's. That was the reason that I started to make a notation about it.

Q. Was he drunk in '70? A. Of course.

Q. Was he drunk worse in '70? A. Yes.

253 Q. Was he in '70 as bad as in '71? A. No. I think he started worse.

Q. Since? A. Since '71.

Q. He was drunk often in '71? A. That's right.

Q. Did you make a notation every time -- A. Yes.

Q. (Continuing) -- Mr. Jachemzcyk was drunk? A. More or less. Not every time, counselor.

Q. How do you know Mr. Jachemzcyk is drunk when he's drunk? A. I try to explain it.

First of all, I smell alcohol. Then I see how he's looking. He has red face. He has glazed eyes. He has blurred speech. You know, things like this. And then he is very joyful when he's coming late. He's not saying sorry that I am late.

Q. Does Mr. Jachemzcyk have any duties that are performed before the regular starting time each day? A. I didn't get your question.

Q. Does he have any duties that he performs before the regular starting time at Czas Publishing? A. Yes, yes, he has.

Q. Can you explain to me what these duties are? A. Yes.

He was picking up mail and he was taking copies from Patrons, from one of our customers.

Q. What is the regular starting time at Czas? A. 8:00 o'clock.

Q. If Mr. Jachemzcyk takes mail to your customers, does he sometimes come late because he's doing duties outside the plant? A. Excuse me. He doesn't take mail to my customers.

Q. What does he do in the morning before work? A. Just going to the Patron and picking up the copy for us that we have to correct and work on it. Then he goes to post office to pick up the mail. Then he should be in my place in 15, 20 minutes after 8:00. But I am saying only about this late time when he was not with the Patron or with the mail until the late hours.

I used to send somebody else or I used to go myself because he didn't show up to work.

Q. How is lateness recorded at Czas? A. I put it by hand. I stamped and then I was writing my remark, what is the meaning of this.

Q. Is there a time clock? A. No, sir.

Q. Is there any independent record -- A. No, sir.

255 Q. (Continuing) -- besides your own? A. No, sir. There's only one record. This is a small place and we have nothing else.

Q. You're the only one who keeps the records? A. Yes, sir.

Q. How do you decide whether a person is late or not?

A. I beg your pardon?

Q. How did you decide whether Mr. Jachemzcyk is late?

A. He didn't show up to work at 8:00 o'clock or 10 or 15 after. More or less -- it is very near distance from post office, so there is no reason that if he is coming half past 10:00, let's say, there is no explanation for it.

Q. Do you have anywhere recorded what time Mr. Jachemzcyk came in on the date that you have recorded in that book? A. No. That's all I have reported in the book.

Q. You don't have the time he reported in, do you? A. No.

Q. Did you ever send Mr. Jachemzcyk out in the morning to get coffee for the men at work? A. He used to do that on his own.

Q. You never told him to do that? A. Maybe sometimes. That's his own habit. He used to come with many coffee and teas even if anybody wanted it or not wanted it. He was bringing it coming to the work on his was from his home to the plant.

256 Q. Did Mr. Kubicki ever tell him to do that? A. This, I don't know.

Q. But you told him sometimes to bring coffee? A. Yes, sometimes. But normally he did it on his own.

Q. Did anybody ever get any days off without pay prior to May of 1972? A. No, sir.

Q. None of the employees got days off without pay prior to August of '72? A. No, not that I remember.

Q. But it was slow every year? A. Never was so slow like last year.

JUDGE ROSS: If somebody wanted to find out how slow you were, how could you find out without taking your conclusionary statement that you were slow?

Supposing I wanted to check on whether you are telling me the truth or not, what would I look at to discover whether or not you were slow or your weren't slow?

THE WITNESS: You have to ask people. If I have no copies to give them to work and then they can't print, so they --

JUDGE ROSS: Is the amount of your billings, would that indicate it?

THE WITNESS: Billings also, yes.

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JUDGE ROSS: Do you have books which would show what your income is monthly?

THE WITNESS: Yes, I have.

JUDGE ROSS: And would that show that in this period you were very, very slow as compared with other years?

THE WITNESS: Yes.

JUDGE ROSS: Have you brought those books here?

THE WITNESS: No, sir.

JUDGE ROSS: Do you have any other records which would -- from which I could ascertain whether or not you were slow, as you testified, as compared with previous years?

THE WITNESS: No, your Honor. That is the only way. The sales -- I have the sales book, the sales journal, you can check out for each month's as are closing each month's total how much is sales.

JUDGE ROSS: Is there any other record?

THE WITNESS: No, sir.

JUDGE ROSS: Other than the sales record, that is, which would indicate how slow you were that month?

THE WITNESS: I was giving everybody vacation in this time because we were very slow.

258 JUDGE ROSS: Well, isn't that generally the time of the year that you give vacations in the summertime anyway, whether you are slow or not?

THE WITNESS: I usually do do it usually in this time.

JUDGE ROSS: People generally take their vacations in the summertime, don't they?

THE WITNESS: Yes, sir.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) You say you had work during August and September of 1972 for Kabat, Puri, and foreman Kubicki, but you didn't have work for Palka and Pajak? A. That's correct.

Q. How do you -- how do you determine who works and who doesn't work? A. I usually conferred with my working foreman about whom we need for the time when it was slow.

After this talking together, we decided that we need this or that. That was the way.

Q. Does seniority form a part of your decision? A. Of course, we took this into consideration, first of all, seniority, and then whoever we needed.

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259 JUDGE ROSS: Did you ever lay off any employees in previous summers?

THE WITNESS: No, sir.

JUDGE ROSS: Even though it was slow?

THE WITNESS: Yes.

JUDGE ROSS: You kept them all working?

THE WITNESS: Yes.

260

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) During 1972, in June or July, did you have occasion to call Mr. Jachemczyk to your office? A. Well, I didn't -- I did not need to call anybody because everybody, whatever he's doing, he's coming to my office, showing me how he is preparing things to be printed. That's my job to check up if he's starting work properly.

Q. Did you ever tell Mr. Jachemczyk that you were going to give him a raise to equal that of Mr. Mamelko's? A. No, I do not recall this. I couldn't promise him because I was only manager. I was an employee like all other people in the place.

To make such a promise, I have to go to the Board of Directors to approve this. How could I say this?

JUDGE ROSS: Well, you did give him a raise from three and a quarter an hour to three and a half an hour in June of 1972; isn't that correct?

THE WITNESS: Yes, sir, I give him raise of 25 cents after --

JUDGE ROSS: Just answer my question.

You gave him a raise?

THE WITNESS: Yes, that's right.

JUDGE ROSS: And that was in June?

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THE WITNESS: No.

JUDGE ROSS: When?

THE WITNESS: May 29th.

Q. (By Mr. Coffey) Did anybody else get a raise in June or May? A. No.

Q. At any time in 1972, did anybody else get a raise? A. Yes.

Q. Who? A. Mr. Pajak. That was according to our agreement because when we accepted him in the beginning, he was

paid -- he was working for us on a very small salary because he didn't know anything.

After he improved himself and he became more or less capable, so then we decided to give him raise.

Q. Was Mr. Puri given a raise during 1972? A. No.

Q. Was he promised a raise during 1972? A. No.

Q. Was Mr. Kabat given a raise? A. No.

Q. Was he promised a raise? A. No.

Q. Was anybody in the shop given a raise but Mr. Jachemzcyk?

262 A. No.

Q. How come you gave a raise to Mr. Jachemzcyk if he's such a drunk?

MR. MALEWSKI: I object to the form of the question. It is argumentative.

JUDGE ROSS: Sustained.

Q. (By Mr. Coffey) How come you gave Mr. Jachemzcyk a raise? A. Mr. Jachemzcyk's wife went to Mr. Kubicki complaining that he's not earning enough money. Then he was complaining to me many, many times. He was looking -- first of all, Mr. Glowacki was taking this case to the Board of Directors about raising. Then they couldn't do that. But then when his wife came and was talking again about this and he was complaining to me, so I approached Mr. Glowacki again that really this man, he's earning only \$113 after all deductions, it is not much because of children and so on.

So I suggested to Mr. Glowacki that maybe they can reconsider this to give him some kind of raise. And then -- I don't know how, then Mr. Glowacki told me that okay, we can give him this 25 cents.

It has nothing to do with union or non-union. The best proof is that when he even joined union, we didn't take this money away from him.

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JUDGE ROSS: You're arguing, you're not answering the question.

THE WITNESS: Yes, sir.

JUDGE ROSS: The question is how come you gave him a raise. Now you're arguing.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: You've got a lawyer who will do the arguing for you.

You also raised his delivery rate, didn't you?

THE WITNESS: Yes.

JUDGE ROSS: From what to what?

THE WITNESS: I do not remember the old rate.

JUDGE ROSS: Well, I notice that in the week ending May 26th, he got only \$20 for delivery, and that the following week, the week that you raised him to three and half dollars, he got \$58.50 for delivery.

THE WITNESS: Yes. That was a different story.

I didn't raise that, your Honor. That was for separate services done. I paid -- for example, he was taking -- different names of publications. I paid \$10 for this or five for this.

If he had more deliveries in the week, so then he was earning more. It wasn't on the basis that --

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JUDGE ROSS: Well, then the same rates applied to the previous week, is that it, he just did less?

THE WITNESS: In other words, he didn't deliver so much.

JUDGE ROSS: He just did less the previous week?

THE WITNESS: Yes, that's right.

JUDGE ROSS: Anything further?

MR. COFFEY: A few more seconds, your Honor.

Q. (By Mr. Coffey) When did you decide to discharge Mr. Jachemzcyk, Mr. Zajac? A. Well, when he didn't show up to work.

JUDGE ROSS: Did you make that decision?

THE WITNESS: No, I didn't make it.

JUDGE ROSS: Who made the decision to discharge Mr. Jachemzcyk?

THE WITNESS: We had conference about it.

JUDGE ROSS: Who made the decision?

THE WITNESS: I --

JUDGE ROSS: I didn't ask you whether you had a conference. I asked you who. That calls for a name.

Who made the decision to fire Mr. Jachemzcyk?

THE WITNESS: Well, Mr. Glowacki and me together because --

JUDGE ROSS: All right.

265 Now, when was that decision first discussed?

THE WITNESS: When he didn't --

JUDGE ROSS: The first time you discussed it, that is.

THE WITNESS: When he didn't show up to work all day.

JUDGE ROSS: That was on the 29th of August?

THE WITNESS: Of August, yes.

JUDGE ROSS: What time of the day did you discuss it with Mr. Glowacki?

THE WITNESS: In the afternoon when he didn't show up to work all the day.

JUDGE ROSS: That afternoon?

THE WITNESS: That's right.

JUDGE ROSS: Okay.

Q. (By Mr. Coffey) Had you ever --

JUDGE ROSS: Now, then, did you make the decision that same afternoon?

THE WITNESS: Yes. They sent him a letter.

JUDGE ROSS: Who gave the information to the attorney as to what to put in the letter?

THE WITNESS: As to the --

JUDGE ROSS: As to the reason for the discharge.

THE WITNESS: I gave information --

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JUDGE ROSS: Who told the attorney what to put in the letter as to the reason for the discharge?

THE WITNESS: I don't know. This, I don't know.

JUDGE ROSS: Did you tell him?

THE WITNESS: Me?

JUDGE ROSS: Yes.

Did you speak to the attorney?

THE WITNESS: I spoke to Mr. Glowacki.

JUDGE ROSS: You didn't speak to the attorney?

THE WITNESS: I think I spoke to him this day. But --

JUDGE ROSS: Now, the letter sets forth a reason for the discharge.

Did you give that information to the attorney or did somebody else give that information to the attorney?

THE WITNESS: I gave information that the man didn't show up to work because he was drunk.

JUDGE ROSS: And that's the information that you gave to the attorney?

THE WITNESS: That's right.

JUDGE ROSS: And that was the reason you fired him?

THE WITNESS: That's right.

JUDGE ROSS: Proceed.

267

Q. (By Mr. Coffey) Had you ever contemplated discharging Mr. Jachemzcyk in the past, that is, prior to that date? A. Yes.

I was talking to Mr. Jachemzcyk a few times after he was drinking. And every time next day he was telling me, well, you know, this alcohol, I have to give up drinking. We are walking like friends, not threatening him with anything.

I just told him that you can't go on like this because one day you will be fired, there is no other way.

Q. When did you tell him that? A. I --

Q. Did you tell him that in 1970? A. Yes. I told many times about this.

Q. Did you tell him in '69? A. Yes.

I told him you have children. You have to care for somebody. How can you do this -- such a nice two children? How are you coming nights so drunk?

Q. You told him in 1966? A. Yes.

Q. '67? A. Yes. I told him many times, yes.

Q. How come it took you so long to make up your mind?

MR. MALEWSKI: I object to the form of the question, your Honor. It is argumentative.

268

JUDGE ROSS: Sustained.

The form of the question is bad.

You can rephrase your question, Mr. Coffey.

MR. COFFEY: Yes, sir.

Q. (By Mr. Coffey) How come you didn't discharge him in 1966?

MR. MALEWSKI: Objection, your Honor.

JUDGE ROSS: Overruled.

THE WITNESS: For a very simple reason, Mr. Coffey.

Q. What's that simple reason? A. It is not easy to get another pressman. He is the only man -- he was the only man that we could use him. That's one reason.

Another reason --

JUDGE ROSS: Was it easier to get a pressman in 1972 than in 1966?

THE WITNESS: No. But we were fed up, your Honor. That's it. We were just fed up.

JUDGE ROSS: So that where was no -- so that the difficulty with getting a pressman had nothing to do with your decision to discharge, the difficulty or lack of difficulty of getting a pressman had nothing to do with the discharge in 1972?

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THE WITNESS: Yes, we didn't -- we didn't -- we were trying to spare him --

JUDGE ROSS: Well, now, the man was drunk, from your testimony -- from your testimony, the man was drunk for six years and you didn't fire him, and then you fired him in 1972, after he became active in the union.

Now, what was there different about 1972 when you fired him then there was in 1966, 1967, 1968, 1969, 1970 and 1971, when he was drunk and you didn't fire him?

That's that I'm trying to find out.

THE WITNESS: Well, we didn't fire him because he had family.

JUDGE ROSS: Well, he had the same family in 1972, didn't he?

THE WITNESS: Well, your Honor, after a period of time you have to be tired of talking to --

JUDGE ROSS: Well, I would have been tired a long time before.

THE WITNESS: That's right.

JUDGE ROSS: But you weren't tired before.

THE WITNESS: That's my fault.

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270

REDIRECT EXAMINATION

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272

Q. (By Mr. Malewski) What was the reason business was slower in 1972 as compared to 1971 and 1970? A. Because we started with -- we didn't take as much work as we used to do.

Q. Do you recall specifically what large account you did not take in August and September of 1972, which accounts you previously handled?

JUDGE ROSS: You can't resist leading the witness, can you?

As many times as I've warned you against leading, you keep insisting on putting words into the witness's mouth, which is not the proper way of conducting any kind of examination.

MR. MALEWSKI: I'm sorry, your Honor.

JUDGE ROSS: I give very little weight to testimony that comes out of the lawyer's mouth.

If it comes out of the witness's mouth, without being led, I give a lot more weight to it.

Now, if you want me to give weight to the testimony of this witness, you let the witness testify.

If you want to testify, I'll be happy to put you on the stand.

273

Q. (By Mr. Malewski) My last question was:

Do you have the names of any accounts you did not -- A. Yes.

I refused to take journal from Veteran, from Polish National Home.

I refused to -- I lost account of Columbia University because I was unable to perform this work in the proper time that I should do that.

That was a monthly publication from Columbia University.

JUDGE ROSS: When did you --

THE WITNESS: I refused that in November.

JUDGE ROSS: Whose did you refuse to accept? Whose account did you refuse to accept?

THE WITNESS: Columbia University.

JUDGE ROSS: When?

THE WITNESS: In November.

JUDGE ROSS: Of what year?

THE WITNESS: '72.

Q. (By Mr. Malewski) Did you refuse any account --

JUDGE ROSS: Now, we're talking about overtime -- we're talking about a layoff that you had in September and August of 1972.

THE WITNESS: I had no work, your Honor.

274 JUDGE ROSS: Well, did you -- did you refuse to accept accounts in August of 1972?

THE WITNESS: No, sir. I just had no work.

JUDGE ROSS: Did you lose any accounts in August of 1972?

THE WITNESS: No.

JUDGE ROSS: In September of 1972?

THE WITNESS: No.

JUDGE ROSS: Proceed.

Q. (By Mr. Malewski) Did you decline any journal printings in August and September of 1972? A. I just had no work.

Q. The last check paid to Mr. Jachemzcyk was for \$70.

What did that check cover? A. I --

Q. Without referring to your papers.

JUDGE ROSS: Let him refer to his notes.

THE WITNESS: That covered a regular day of pay, which was \$24.50.

Then for delivering to A. C. Bindery, \$10; to Rex Envelopes Company, \$7; packages to Orbis, Lot and Kosciuszko Foundation -- that was small packages -- \$7; delivering to the post office is \$8.50; six hours of mailing of Veterans, previous week, \$21.

275 All together extras are \$53.50, plus \$24.50 regular day pay. All together it was brought to \$78.

MR. MALEWSKI: Nothing further, your Honor.

Thank you.

RECROSS EXAMINATION

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276 Q. (By Mr. Coffey) Mr. Zajac, you say you gave Mr. Jachemzcyk a \$70 check for these deliveries.

Were these the rates that you had been paying Mr. Jachemzcyk in the past for making these deliveries? A. Of course.

Q. \$8.50 to take the papers to the post office? A. That's right.

Q. When did you start paying him extra for the -- A. A long time ago. That was -- I don't know. It was four, five, six years ago.

I do not remember at the moment. We used to do this, because he offered his services with his car, so we wanted to reimburse him, this using his car. That was the reason.

Q. Did you cease doing this about two years ago? A. Yes.

Q. And then you started it again on the week before he was discharged? A. No, sir.

I stopped using Mr. Jachemzcyk after he was drunk in January. And then I asked somebody else to do this services. That was just

277 Mr. Pajak, I ask him. After that Mr. Pajak had to go to Poland, so I had no other choice, I had to return to Mr. Jachemzcyk.

So that was sometime in June that I asked Mr. Pajak stop going then and I took Mr. Jachemzcyk back.

Q. So you gave him extra for the deliveries? A. Yes, sir.

Q. And you started that in June of 1972? A. Yes. I explained it to you.

Q. You took it away from Mr. Pajak? A. That's right, because he was going for five weeks to Poland.

* * * * *

282 JUDGE ROSS: Call your next witness.

MR. MALEWSKI: Mr. Kubicki.

283 Whereupon,

PETER KUBICKI

called as a witness, was first duly sworn by Judge Ross, was examined and testified as follows:

JUDGE ROSS: Please be seated, sir.

Give your full name and home address to the reporter.

THE WITNESS: Peter Kubicki, 975 Route 23, Wayne, New Jersey.

JUDGE ROSS: Proceed.

DIRECT EXAMINATION

Q. (By Mr. Malewski) Are you the mechanic and shop foreman for Czas Publishing? A. Yes.

Q. Do you recall August 29, 1972? A. Well, I --

Q. I withdraw the question.

MR. MALEWSKI: May I withdraw the question?

JUDGE ROSS: Yes, sure.

Q. (By Mr. Malewski) Do you recall being sent to Mr. Jachemzcyk's house on August 29, 1972? A. Yes.

284 Q. Please tell the Court what happened when you got to Mr. Jachemzcyk's house. A. Well, I knocked on the door. His small daughter about 20 years old, opened the door.

I saw Mr. Jachemzcyk laying down with his working uniform, shoes on, on the bed. Then I try to wake him up.

JUDGE ROSS: Was he sleeping?

THE WITNESS: Sleeping, yes.

A. (Continuing) Then I asked his daughter, I say, "Bring me wet towel with cold water."

I wash his face. I wake him up.

I say, "Steve, we need you to work because we are stuck."

He said, "All right. I'm going right away," he say.

I say, "maybe I wait for you a few minutes."

"No, no. You can go. I be in shop right away."

Then I went to shop because of the work, and he never show up.

Q. How many times during 1972 were you sent to Mr. Jachemzcyk's house by Mr. Zajac from Czas Publishing Company?

A. I recall once more before this.

Q. I see.

Now, do you remember June 9, 1972? A. June 9, 1972?

285 Q. Yes. A. Not -- dates are very hard to remember for me.

JUDGE ROSS: You say you went to his house once before?

THE WITNESS: Yes.

JUDGE ROSS: For the same reason?

THE WITNESS: For the same reason, yes.

JUDGE ROSS: Was that in June?

THE WITNESS: I think it was June.

MR. MALEWSKI: All right.

Q. (By Mr. Malewski) What did you see that day when you went to his house? A. The same thing. He said that he will come to work. I saw he was not so good. Well, he came to work, you know --

JUDGE ROSS: He came to work later?

THE WITNESS: Yes.

Q. (By Mr. Malewski) Do you remember how many times in the last two years you've seen Mr. Jachemzcyk come to work late?

A. Oh, a few times.

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Q. How many times? A. About five, six times.

Q. About five, six times? A. About that, yes.

Q. When you saw him on these occasions, do you remember what you saw? A. Well, he looked tired.

One time he had a few scratches on the face.

One time he have a black eye.

Q. Do you remember a party that took place at Czas Publishing Company in June of 1971? A. Yes, I remember.

Q. Do you remember what happened at that party? A. Well, after a while, after they drink, Mr. Jachemzcyk have trouble with Palka, I think. They start fighting. I try to withdraw them. He push me.

Q. Mr. Jachemzcyk? A. Yes.

I fell down. We stop trouble.

Q. Did Mr. Jachemzcyk push Mr. Palka? A. What I saw, a push, but they're not fighting.

Q. Did he push Mamelko, too? A. A few years before.

Q. I'm talking about June, 1971. A. No, I don't remember that.

Q. Okay.

* * * * *

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Q. (By Mr. Malewski) Mr. Kubicki, I show you General Counsel's Exhibit 2.

(Handing.)

Do you remember signing that? A. I remember.

Q. Do you recall who prepared this? A. I ask Mr. Glowacki when I go to office, maybe you make me a few copies, after talking with --

288

Q. Who prepared the original draft? A. Some girl --

Q. No.

Who prepared the first copy of these propositions? A. This was prepared by Mr. Glowacki.

Q. Did Mr. Pajak write out the names? A. Yes.

Q. Is this copy which you signed -- is this an identical copy of what Mr. Pajak prepared? A. That's right. All of these Mr. Pajak prepared.

JUDGE ROSS: You know you are testifying again, don't you?

MR. MALEWSKI: I'm sorry, your Honor.

JUDGE ROSS: You're not sorry or you'd stop.

MR. MALEWSKI: He was having a little trouble.

JUDGE ROSS: He was about to tell us something that Mr. Glowacki was doing and you didn't like what he was saying, so you stopped him.

Q. (By Mr. Malewski) Did Mr. Glowacki's secretary type up this copy based on the original draft which Mr. Pajak prepared?

A. I don't know.

Q. Did Mr. Glowacki's secretary type this up -- A. Yes.

Q. (Continuing) -- from the draft? A. That's correct.

MR. MALEWSKI: No further questions, your Honor.

JUDGE ROSS: Cross-examination.

CROSS EXAMINATION

Q. (By Mr. Coffey) Mr. Kubicki, how did Mr. Pajak come to prepare a list of demands on February 3rd? A. Well, that's when all this trouble started, about eight months ago, the union and everything. And I know things in the shop is not going like supposed to go. And this gentleman, Mr. Pajak and Mr. Mamelko, they don't know what comes tomorrow and I don't know. I know the shop be closed because we not agree with the union.

I was against the union. They were for the union.

I am 62. My friend is also 62.

The union give us nothing, no benefits and so on.

Then Mr. Pajak prepared together with us all these demands -- the raise and so on.

Q. Did you ask him to prepare these demands? A. No.

We sit together. We talk all over.

Q. Who initiated the conversation?

Did Mr. Pajak initiate the conversation or did you?

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JUDGE ROSS: Why use words like "initiated"?

Q. (By Mr. Coffey) Who started it? A. This, what we are talking about now?

Q. Yes. A. Well, Mr. Glowacki come Monday.

JUDGE ROSS: Where?

THE WITNESS: To our shop.

A. (Continuing) He said he had a very sad story. He said we must close the shop and may be two, three weeks, it shall be closed because we can't go like this.

I went home. I was thinking for 68 years of publishing and I say they close shop, but what about Mr. Mamelko have four kids and everybody go outside.

But Mr. Mamelko tell me: Listen, in union, they tell us -- Mr. Seide was here yesterday -- I'm sorry, Mr. Mamelko and another man I think was the witness -- Mr. Malinowski we have no job for you.

Two days later I call Mr. Pajak and Mr. Mamelko and I say: Listen, we must do something, decide ourselves, because the shop is closed, you have no work, the union not guarantee you work and we all losing jobs and it is very bad situation now.

291 Then Mr. Pajak said to me: All right. I agree if they sign for all the demands. Then I called Mr. Glowacki and I told him about the story.

JUDGE ROSS: What did Mr. Glowacki say?

THE WITNESS: He said: Okay. Show me what you want, your demands, and I see.

Then I talked to Mr. Pajak. Say, let's go and write everything on piece of paper what we want, because I agree personally, too.

Mr. Pajak say I wish you luck.

Then I go to Mr. Glowacki's main office. Mr. Glowacki look over and say:

This is not bad. I agree. I accept this story.

Then about a half an hour or an hour later, Mr. Glowacki call me and say I have this copy of what you ask.

Then I came to shop and I say:

Listen everybody, before you sign, everybody agree with this contract; and I give that copy, and I give to Mr. Glowacki.

Mr. Pajak took me to main office and give me back his copy. That's all.

Q. (By Mr. Coffey) Tell me, is this language here the language that Mr. Pajak composed or Mr. Glowacki composed?

A. Mr. Pajak did not compose it.

292 JUDGE ROSS: When you say "This language here," what does that mean?

Q. (By Mr. Coffey) I quote from General Counsel's Exhibit 2.

"After thorough consideration of the situation existing in our corporation, we hereby request you to accept our conditions so that

the institution built by our forefathers shall not close, so that many families may not lose their jobs. These conditions shall be retroactive from July 1, 1972, to July 1, 1975, a three-year period."

Did Mr. Glowacki compose that language which I just read to you? A. I don't know about that.

I get this language from Mr. Glowacki.

I not ask him.

JUDGE ROSS: That wasn't Mr. Pajak's language, was it?

THE WITNESS: No.

Q. (By Mr. Coffey) Tell me, are there any demands that Mr. Pajak had on his list that aren't in here? A. This is all the demands that were by Mr. Pajak.

Q. Did Mr. Pajak put in his list of demands, a demand for a greater Christmas bonus? A. Yes.

Q. And does there appear any demand on this list, of demands given back to you by Mr. Glowacki? A. No.

There were two points that Mr. Glowacki didn't agree to.

First, I think one is not in the agreement because if I have money, I buy a present for my wife. If I don't, I don't buy it. The same thing if the company has money, they give you money.

Secondly, the foreman take over the business. He think this is funny. I think so, too. The other one was taking over all of the business, making the foreman to take over all of the business, to take over the shop.

JUDGE ROSS: To take over the supervision of the shop.

Is that correct, Mr. Malewski:

MR. MALEWSKI: Yes, sir, your Honor, perfectly.

JUDGE ROSS: I just want to make sure that we all agree on what the witness's answer was since the reporter isn't sure that he got it.

The witness's answer was that there were two demands that Mr. Glowacki didn't agree to.

One was the Christmas bonus and the other one was the supervisory status of the foreman.

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Those were eliminated from the demands in the final draft.

MR. MALEWSKI: May I say something?

JUDGE ROSS: Is that correct?

MR. MALEWSKI: I think that the witness said that he objected to the reference to the foreman supervising, not Mr. Glowacki.

JUDGE ROSS: Those were eliminated?

MR. MALEWSKI: Yes, they were eliminated.

I understood him to say he personally objected.

JUDGE ROSS: I think you are right.

The other was the bonus; is that correct?

Was that eliminated?

MR. MALEWSKI: I'm not sure who objected to it.

THE WITNESS: Mr. Glowacki show me and say that if we have money, then we give a hundred, a hundred and fifty dollars.

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Q. (By Mr. Coffey) What constitutes lateness at Czas?

A. What?

Q. When is a person late at Czas? A. A person late?

297

Q. Yes. A. Five minutes he's late.

Q. Five minutes he's late? A. Yes.

Q. And you say you saw Mr. Jachemzcyk come in after five minutes after 8:00 in the morning on -- A. Well, this is not

considered as late. After 15 minutes, then I see he is late because I know --

Q. Well, did you ever tell Mr. Jachemzcyk to go and get the coffee in the morning? A. I never ask because --

JUDGE ROSS: What's the relevance?

A. (Continuing) -- because he bring himself.

JUDGE ROSS: What's the relevance?

MR. COFFEY: These people say Mr. Jachemzcyk is often coming in late. Sometimes he's on errands for the company.

THE WITNESS: No, he was never errands. He brings himself sometimes 15 coffees. Sometimes I drink three coffees because he bring too much.

Q. (By Mr. Coffey) Did you ever tell Jachemzcyk or Mamelko that was their last chance to withdraw from the union? A. Yes, I talk to Mr. Jachemzcyk and to Mr. Mamelko. I explain him because Mr. Glowacki tell me they have a Board of Directors.

298 I explained to them about the union, because I know union, because I belong to Big 6, 11 years. I know Mr. Mamelko a long time. I say: Don't you worry about Mr. Pajak because he know English language, he good operator.

I told Mr. Palka. Palka said I don't like Brooklyn, if I get some job. I move to Perth Amboy. But you two, first you learn here. If you go to shop, another shop, and foreman come to you and tell you: Mr. Mamelko or Mr. Jachemzcyk make ready on machine, you don't know. You be fired in five minutes. And this shop, your whole life spent already here. For the rest of your life you can stay here and nobody fire you.

That was my personal and friendly advice.

I tell him that if you withdraw, then everything is okay.
But he say no, we never withdraw.

I said God help you. That's all.

Q. When did you tell him that? A. In the bar.

Q. On what date? A. I don't remember the date.

Q. Was it -- A. After about --

299 Q. Could it have been August 28th? A. I think August
28th.

Q. Was it after the election? A. After the election, yes.

Q. Did you tell them that Mr. Glowacki wanted to know
whether they were going to withdraw from the union? A. No.

Mr. Glowacki -- I must give Mr. Glowacki form because Mr.
Glowacki asked me what do they do, because they have election,
Board of Directors, and they wanted to know what's going.

I say okay, I talk to them.

JUDGE ROSS: You were asked to do this by Mr. Glowacki?

THE WITNESS: Mr. Glowacki asked me what they think,
these two men. I talk with him and say to go next door because
nobody bothers us.

JUDGE ROSS: When did Mr. Glowacki ask you this? After
the election?

THE WITNESS: After the election, yes.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) And you told Jachemzcyk and Mamelko
this is their last chance? A. No, not their last chance.

300 Q. Didn't you just testify that you told them this was their
last chance?

JUDGE ROSS: Oh, let's not be argumentative. If he testified
to it, it is in the record.

THE WITNESS: It was already so long and we still working together. I say best for you if you withdraw your application because it was very bad.

This was application to withdraw from union in the secrecy. If you want to know what happened, I told Mr. Jachemczyk and Mr. Mamelko one day because he give me application -- this is Mr. Mamelko. I say for what?

* * * * *

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MR. MALEWSKI: I call Joseph Glowacki.
Whereupon,

JOSEPH A. GLOWACKI

called as a witness, having been first duly sworn by Judge Ross, was examined and testified as follows:

JUDGE ROSS: Please be seated.

Will you give the reporter your full name and home address.

THE WITNESS: Joseph A. Glowacki, G-l-o-w-a-c-k-i.

I live at 155 Noble Street, N-o-b-l-e Street, Brooklyn, New York.

JUDGE ROSS: Are you the gentleman who has various -- been called many different names in this proceeding?

THE WITNESS: Yes, sir.

JUDGE ROSS: Proceed.

MR. MALEWSKI: Yes, sir.

DIRECT EXAMINATION

Q. (By Mr. Malewski) Mr. Glowacki, are you the secretary of Czas Publishing Company? A. Yes, since 1936.

Q. You've been present in Court the last few days; is that correct? A. Yes.

303

Q. Have you heard the testimony of employees Pajak, Palka -- A. Yes.

Q. (Continuing) -- Jachemzcyk and Mamelko concerning various meetings had with you? A. Yes, sir.

Q. Fine.

Did you meet with the employees mentioned in May of 1972? A. Yes, sir.

Q. Do you recall what transpired at that meeting? A. I was called by the manager --

JUDGE ROSS: First, tell us what date it was.

THE WITNESS: May.

JUDGE ROSS: May what?

THE WITNESS: May 29th, if I remember correctly.

MR. MALEWSKI: May 29th, right.

THE WITNESS: May 29th, sir.

JUDGE ROSS: Proceed.

A. (Continuing) I was called by the manager, Mr. Zajac, and was told that the employees called a meeting in reference to unionizing the printing shop, Czas Publishing Company.

304 I went to the office, to Czas. As usual, when we have a discussion about the salary, I'm bringing all the books.

When they explained to me that they decided to join the union, my --

JUDGE ROSS: "They" is somebody I don't know who it is. I don't know anybody in this case by the name of "they."

THE WITNESS: The workers from Czas.

JUDGE ROSS: I don't know anybody by that name.

THE WITNESS: Mr. Jachemzcyk, Mr. Pajak, Mr. Palka and Mr. Mamelko.

Present was even Mr. Peter Kubicki, Mr. Puri and Mr. Stanley Kabat.

JUDGE ROSS: In other words, all the employees were there?

THE WITNESS: All the employees, yes.

JUDGE ROSS: And who was doing the talking? And you tell me who said what, what they said, what you said, and so forth.

THE WITNESS: Yes.

If I remember correctly, the speaker for this whole group, your Honor, was Mr. Pajak.

He explained to me that they decide to join the union.

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My answer was: Here's the books. Please help me to find out if we can afford to have a unionized shop.

The question was by Mr. Mamelko: In other words, you are against the union?

I says: No. Thank God we're living in the United States. If you want to join the union, that's your privilege. If you don't want to be a member of the union, that's the same -- your privilege. No one will force you not to join or not to drop from the union.

And that was the conversation among us.

If you decide to join the union, just please help me to show how we can pay the union salary. If we sign the contract with the union salary, we can't stay -- that was my personal opinion -- not more than three to --

JUDGE ROSS: Just tell us what you said, not what your opinion was. Tell us what you said.

THE WITNESS: This is what I said.

We can stay from three to six months. That's the first answer.

Secondly, --

JUDGE ROSS: You state you stated to the men that you could stay only from three to six months in business?

THE WITNESS: Yes, sir.

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JUDGE ROSS: In other words, you said if you bring a union in, you'll be able to stay in business only from three to six months because of the financial inability to meet the union's demands?

THE WITNESS: That's right, your Honor.

JUDGE ROSS: Go on.

THE WITNESS: Then secondly, I mentioned, remember, this is not my private institution, I have to take your demands and your requests to the Board of Directors' meeting. That I do.

I present that to the next monthly meeting of Board of Directors of Czas Publishing Company, Inc.

JUDGE ROSS: Now, get back to the meeting on May 29th.

THE WITNESS: Yes.

JUDGE ROSS: Don't go away from that yet.

THE WITNESS: Yes, sir.

JUDGE ROSS: Have you told us everything that happened at that meeting?

THE WITNESS: That's right.

JUDGE ROSS: Did you speak to the employees to ask them why they wanted the union?

THE WITNESS: Yes.

JUDGE ROSS: What did they tell you?

THE WITNESS: They told me that they wanted to --

JUDGE ROSS: Well, did you ask them that question?

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THE WITNESS: Yes, sir.

JUDGE ROSS: Did you ask them that question individually?

THE WITNESS: No.

As a group, your Honor.

JUDGE ROSS: Well, did you ask each one separately?

THE WITNESS: I can't recall because all was speaking for themselves.

JUDGE ROSS: Did you ask who was for the union and who was against the union?

THE WITNESS: No.

Three of them mentioned they don't want to join the union.

JUDGE ROSS: Was this after you asked them?

THE WITNESS: No.

During the discussion, your Honor, during the discussion, your Honor, this was.

JUDGE ROSS: Now, there has been some testimony here. I'm trying to find out what happened.

THE WITNESS: Yes, sir.

JUDGE ROSS: There has been some testimony here that you indicated an opposition to the union at this meeting, and I gathered you did.

THE WITNESS: Yes.

JUDGE ROSS: You have a right to.

308

THE WITNESS: Yes, sir.

JUDGE ROSS: And that you questioned the employees as to whether they wanted the union or not and as to why they wanted a union.

Is that correct?

THE WITNESS: Yes, that's correct.

JUDGE ROSS: And they told you they wanted a union for more money, I suppose, and they wanted time and a half for overtime?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: Is that what they told you?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: I mean, is this Mr. Pajak?

THE WITNESS: Yes.

JUDGE ROSS: Mr. Pajak testified -- he was the first witness, I believe --

THE WITNESS: Yes.

JUDGE ROSS: (Continuing) -- in the case.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: You're not disputing what he said was the case; is that it?

THE WITNESS: No.

I'm just stating my opinion about what happened.

JUDGE ROSS: Yes. All right.

309 And you said you were going -- you told the men you would take it up with the Board of Directors?

THE WITNESS: That's correct.

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Q. (By Mr. Malewski) Was there a meeting of the Board of Directors of Czas Publishing Company following your meeting with the employees on May 29th? A. Yes, sir, there was a meeting in June.

Q. In June? A. Yes.

310 Q. Do you recall what transpired -- A. The last week of June.

I made the report from that meeting.

After a long discussion, after the whole members of our board went through the books, the answer was, we're not in the condition to sign the contract with the union because that will be the end of our printing company.

Q. Did you again meet with the employees of Czas Publishing Company on August 18, 1973? A. Yes, sir.

Q. Do you recall who was present?

Were the same men that were present -- A. The same men, just four of them who -- they told me they wanted to join the union -- Mr. Jachemczyk, Mr. Mamelko, Mr. Pajak and Mr. Palka.

I suggested why not all of the Czas employees can take a part in that meeting. They refused.

My suggestion was why you all can't sit down and discuss that matter, if that is possible or not.

JUDGE ROSS: Where was this meeting that you're talking about?

THE WITNESS: In August 18th.

JUDGE ROSS: Where?

THE WITNESS: In Czas Publishing, your Honor.

311 JUDGE ROSS: And what was the -- and what was the purpose of this meeting and how did it come about?

THE WITNESS: Well, those four members who told me that they wanted to join the union, presented some demands and wanted me to sign that -- increase the salary, new conditions, time and a half, 10 days sick leave, if anyone was not used during the week would be paid on the end.

My answer was that I am not the owner. I told them that if you want me to take those demands, what you're asking for, then I will take that to the Board of Directors and let them decide because I have no authority to sign any contract with you and especially if you are represented by the union.

Q. (By Mr. Malewski) Did you have any further meetings with any employees in the year 1972? A. In 1972, if I recall, your Honor, that was the day of the election.

One of the employees, namely, Mr. Stefan Jachemzcyk, came to the office to pay his interest on mortgage loan he has from the Polish National Alliance. And when he paid, he never -- mostly that was paid by his wife, but on that day when he paid, he came to my office and repeated his usual stories. Mr. Glowacki, don't

312 worry, I'm working on Mr. Mamelko and Mr. Palka that they will not join the union.

My answer was: Mr. Jachemzcyk, that's your personal idea. If you don't want to join the union, you have to decide it, not myself or any others.

Q. During the course of the meetings on May 29th, August 18th, did you ever at any time ask any of the employees present to withdraw from the union? A. On the 29th of August?

Q. The first meeting was May 29th and the second meeting was August 18, 1972.

Did you ever at either one of those meetings, ask the employees to withdraw from the union? A. Never, because I told them openly that's up -- they usually ask me for higher salary. I told them I'm not in position to promise this. It is up to you now, gentlemen. If you want to stay in the union, we're not allowed to even discuss that matter with you, because I have many requests from Mr. Kubicki, Mr. Puri, Mr. Kabat, they come to my office and they say: Mr. Glowacki, please do everything possible to help us. They even were angry at me and tell me that we do not vote for salary and you don't want our proposition to present to the Board of Directors.

313 My answer was: I can't because they decide to be represented by the union.

I told them I can't even take your suggestion, those who doesn't want to join the union -- Mr. Kubicki, Mr. Puri and Mr. Kabat.

* * * * *

316 Q. Did you visit the Czas Publishing Company on January, 3, 1973? A. Yes, sir.

Q. Do you recall what happened on the occasion of that visit?
A. That was a special occasion, your Honor, because one of our

employees who works with Czas for 12 years since he arrived to this country to the day he left on January 13th, when he went back to Poland, namely, Stanley Kabat. And when he stop at the office to say goodbye, he thanks me for the help he received from Czas and personally from me and begged me go back to Czas, Mr.

317 Glowacki and please explain it to them that it is impossible to join the union because, as you show us the books on each occasion, the business can't stand it.

MR. COFFEY: Objection, your Honor. This is hearsay.

JUDGE ROSS: Overruled.

Proceed.

A. (Continuing) Then I went to Czas, your Honor. To tell you the truth, gentlemen, I was a little skeptical if I have to come to the office or not because next day I will have a telephone call with the complaint that I went to Czas to discourage the members to not join the union.

But that is a special occasion and I'm doing that only for your good, old friend, Mr. Kabat who asked me to appeal to you. Please, make everything possible, do not close the Czas. ***

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318 Q. (By Mr. Malewski) Did you have occasion to meet with the employees of Czas Publishing Company at the offices of Polish National Alliance on a Saturday in January? A. Yes, sir.

Q. Do you recall the date? A. The first date was in first or second week in January. I can't recall exact date.

Q. How did the meeting come about? A. The meeting comes about: Our vice president, Mr. Molinowski, works on the final books preparing the statements.

He called me up from Czas and tell me that Mr. Mamelko wants to see me, if he can come to my office to see me. My answer

was yes, the door to the Polish National Alliance was always open to everyone.

JUDGE ROSS: All right.

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Q. Did you in fact meet with employees of the Czas Publishing Company? A. A little later I have another telephone call from Mr. Molinowski from Czas. He was in Czas on that day working on the books and statement. He says: Mr. Glowacki, Mr. Mamelko asked if you can meet him any place else, not in the Polish National Alliance office because he is afraid if he goes to the office and somebody will see him and tell the others, then he will be in bad shape.

Then we met on North 6th Street and Driggs Avenue.

Q. Who was present at the meeting? A. Only Mr. Mamelko and myself.

Q. Do you recall what transpired? A. His question was if we going to close the Czas.

I says yes, because we was asked by the delegate from the union if we're not in position to sign the contract, how long are we going to stay in business?

My first answer to that was: We need at least three, four months. And Mr. Seide told us you can have one month. And I repeat that to Mr. Mamelko on that day.

Then he ask me again if that is possible, that is, to sign the contract.

320

I said Mr. Mamelko, that's not up to me, I am the secretary, I have to report to the Board and the Board decides this.

JUDGE ROSS: What contract are you talking about?

THE WITNESS: The contract with the union suggested by the representative of the union, Mr. Seide.

Q. (By Mr. Malewski) Was there a later meeting in January between yourself and employees of Czas at the Polish National Alliance? A. Yes, sir.

Q. What was the date of this later -- A. About three, four days later in this --

Q. What day of the week? A. That was on Thursday, if I remember correctly, because Mr. Mamelko asked me if that will be possible, for him and for Mr. Jachemzcyk to come to our office.

The answer was as usual, the door is open.

Q. What transpired at this Thursday meeting? A. They again said that they were present with Mr. Malowski at the union office and the delegate from the union when they asked him if he has any jobs for them, and the answer was no.

They looked to me to be so desperate that we will be forced to close the Czas Publishing and we don't have a job for them then.

My answer is: We can do nothing, you have to discuss that matter with the union.

321 At the end of the discussion, they asked me if that will be possible, that is, for all of them, the four of them, Mr. Palka, Mr. Mamelko, Mr. Jachemzcyk and Mr. Pajak to come to the office on Saturday, and the same question and was the same answer: As long as you are a member of the union, we can't discuss anything, we can't promise anything.

They asked me: You have some proposition before by them and by Mr. Kubicki and Mr. Kabat. As I mentioned before, I can't even go with the proposition to the Board of Directors.

Then they says: Okay. We will go to them and discuss that matter and withdraw. They even asked me on that day if Mr. Malewski will prepare them a letter to the union that they will sign and sent to the union.

I says: That is impossible. You decided you wanted to be unionized and you have to go to them if you want to withdraw the application form, not Malewski or myself.

Q. Did you ask the members to withdraw from the union on that date? A. If they ask me to sign the contract, I told them openly: We can't sign the contract with you as long as you are belonging to the union.

Q. All right.

322

On February 28, 1973, did Mr. Kubicki bring you a statement in Polish to be typed up? A. Yes, sir.

Q. When you received this statement, did you have a secretary type it up? A. First I have a telephone call from Mr. Kubicki that all of them wants me to come to the Czas.

I ask Mr. Kubicki for what is the reason.

Because they wanted to prepare the statement and sign that statement.

I says: Mr. Kubicki, you know our position, I'm not allowed to do that.

Mr. Kubicki come to my office with this statement prepared, as I understand, by all of them, printed by Mr. Pajak.

JUDGE ROSS: Have you the original that they presented?

THE WITNESS: I have that, your Honor.

JUDGE ROSS: Mark it.

(Whereupon the above-mentioned document was received and marked Respondent's Exhibit (Glowacki) 6 for Identification, as of today's date.)

JUDGE ROSS: Show it to Mr. Coffey, please.

Are you offering it into evidence?

MR. MALEWSKI: Yes.

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MR. COFFEY: This looks like another translation job, your Honor.

JUDGE ROSS: Is it in Polish?

MR. COFFEY: Some of it.

JUDGE ROSS: Is that the original that was given to you by Mr. Pajak?

THE WITNESS: By Mr. Kubicki.

JUDGE ROSS: We'll get it translated.

MR. MALEWSKI: I stipulate to that.

JUDGE ROSS: Why don't you ask the gentleman, one of your witnesses, as to whether it is authentic or not. If it's authentic, then we'll get it translated afterwards.

Show it to them. You have a right, you know, to confer with people, Mr. Coffey.

The stamp doesn't belong there.

MR. COFFEY: There is writing on here that is not Mr. Pajak's writing, the writing in blue pen.

MR. MALEWSKI: Well, all the red writing is admitted to be Mr. Pajak.

The additions in blue are --

JUDGE ROSS: Excuse me.

Mr. Glowacki, is this your handwriting up here?

THE WITNESS: Yes.

JUDGE ROSS: Up on the top, on the top two lines in blue pen?

THE WITNESS: That's right, sir.

JUDGE ROSS: And this on the bottom, also your handwriting?

THE WITNESS: Yes.

JUDGE ROSS: And the stamp, of course, belongs to the reporter.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: And the rest is the way you received the document, the red ink?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: Any objection?

MR. COFFEY: No, your Honor.

JUDGE ROSS: It is received in evidence.

(Whereupon, Respondent's Exhibit (Glowacki) 6 for Identification, now received and marked in evidence, as of today's date.)

* * * * *

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Q. (By Mr. Malewski) What did you do with this statement, Mr. Glowacki? A. I asked -- first I asked Mr. Kubicki, who delivered that statement, what was the reason they decided that.

He told me that through the considerations that almost 10 families will lose their jobs, they decide to prepare that contract and sent it to us, sign it and ask for the approval.

Then Mr. Kubicki asked me if it will be possible for someone to type it.

I says, my answer was: We have two secretaries who specialize in translation in English to Polish and from Polish to English, you can ask any one of them and she will be glad to do it for you if she wants to do it. And she prepared that.

It was brought to me. Then I called Mr. Kubicki and says: Your statement -- you asked for it -- is ready.

Then about 10 minutes later, he came to the -- to my office, took all those copies, signed it. And as I understand, Mr. Pajak bring him back in his car to --

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JUDGE ROSS: All right.

Now, what did you do after you got the signed copy?

THE WITNESS: I report that to our attorney and give it to him to verify with the National Labor Relations Board and the union, if that will be permissible to do anything with that statement.

JUDGE ROSS: And then what happened then after that?

THE WITNESS: Since that time, nothing, your Honor.

JUDGE ROSS: Well, did you agree to the terms of that?

THE WITNESS: That term, your Honor, was presented to us before, May and June of last year, and that was discussed. And finally the Board of Directors says: If they not going to have to go through the union, the increase in salary is due to them on account of the rise in prices of food and transportation.

JUDGE ROSS: Of course, I didn't ask you that.

I asked you whether you had agreed to those terms.

THE WITNESS: Agree with the condition that I will submit to the -- I have no rights to agree with that.

JUDGE ROSS: I'm not talking about you personally.

327 You just a few minutes ago, less than a few minutes ago, said to me that the Board of Directors did consider this and agreed that they were entitled to these increases because of increases in the costs of living.

THE WITNESS: That was before, your Honor.

JUDGE ROSS: And these were the same terms that they had agreed to?

THE WITNESS: Yes, sir.

JUDGE ROSS: And so that you had agreed to these terms?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: When I say "you," I'm referring not to you personally, but to you, the respondent in the case.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: The respondent being Czas.

THE WITNESS: Yes.

JUDGE ROSS: And its parent company, the Polish National Alliance.

THE WITNESS: Yes, your Honor.

JUDGE ROSS: Now, at any time during the negotiations with Mr. Seide -- is that his name?

MR. MALEWSKI: Yes.

THE COURT: (Continuing) -- had you ever made any similar offer to Mr. Seide of a wage increase to the employees?

328 THE WITNESS: Never, your Honor.

JUDGE ROSS: Proceed.

Q. (By Mr. Malewski) Did you ever advise Mr. Seide that negotiations had been conducted immediately prior to his undertaking to unionize the shop? A. Yes, sir.

Q. Did you advise Mr. Seide, in general terms, what transpired --

JUDGE ROSS: Now you're testifying again, Mr. Malewski. If you want to testify, I've told you a dozen times now, if I've told you once, I'll swear you in and you can testify.

Q. (By Mr. Malewski) What did you advise Mr. Seide?

JUDGE ROSS: And when?

Q. And when? A. When we discussed that at that meeting, Mr. Seide was present. If he prepares the statement, an offering, that have to be referred to the Board of Directors. That was in December, if I remember correctly.

Q. Now, on or about January 3, January 30th and February 3, of 1973, did you bargain directly and individually with the employees Pajak, Mamelko -- well, there were two left; one was

329 fired -- Pajak and Mamelko? A. No, sir.

Just during those visits to my office when they asked for it.

* * * * *

CROSS EXAMINATION

* * * * *

Q. (By Mr. Coffey) * * * When you came to Czas in January of 1973, did you tell me the people that you talked to there -- Pajak, Palka and Mamelko -- that the reason you didn't come around at Christmastime was because of the misunderstanding between you and them? A. It was misunderstanding because any time I says anything, the next day I was reported to your office and I was called for it. That was said at that time.

JUDGE ROSS: The question is a simple one that can be answered yes or no.

You were asked whether you made a certain statement to the employees on January 3rd.

Can you not answer a question directly?

THE WITNESS: Yes.

JUDGE ROSS: Did you make that statement to those employees?

THE WITNESS: Yes.

JUDGE ROSS: All right.

Next question.

Q. (By Mr. Coffey) Did you tell me in your statement that the misunderstanding --

JUDGE ROSS: Now, don't question the witness as to what he told you.

Ask him questions.

MR. COFFEY: Yes, sir.

JUDGE ROSS: If it is a contradictory statement, we'll hear about it later.

MR. COFFEY: Yes, sir.

Q. (By Mr. Coffey) Was this misunderstanding you talked about, the union organizational campaign? A. Yes, sir.

Q. On January 30, 1973, did you offer a wage increase to Mr. Pajak and Mr. Jachemczyk and Mr. Mamelko and Mr. Palka? A. No, sir.

Q. You didn't tell them you'd increase their wages 15 per cent on that day? A. That was submitted to us. I says that we will take that matter up with the Board of Directors, sir.

332 JUDGE ROSS: Did you ever give that increase to the employees then or later?

THE WITNESS: No, sir.

JUDGE ROSS: That 15 per cent increase retroactive to January -- to July 1, 1972, was it ever put into effect?

THE WITNESS: No, your Honor.

Q. (By Mr. Coffey) Did you agree, during the summer of 1972, to give that 15 per cent increase to Mr. Puri and Mr. Kabat? A. No, sir.

We just says that it will be submitted to the Board of Directors, not 15 per cent, but it will be 7 1/2 from July 1, 1971 and '72 to '73, and 7 1/2 from 1973 on.

Q. And that's what you told Mr. Kabat and Mr. Puri in the summer of 1971? A. That was their suggestion. We discussed that with them.

Q. What else did you discuss with them in the summer of 1971? A. All those conditions they ask for.

Q. Will you please tell me what these conditions were?

JUDGE ROSS: Now, let me understand you correctly.

You're saying that they made a certain proposition to you --

333 THE WITNESS: Yes, sir.

JUDGE ROSS: (Continuing) -- and this proposition was for a 15 per cent increase?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: Were they the ones who asked for 7 1/2 per cent retroactive or were you the one who said 7 1/2 per cent retroactive?

THE WITNESS: They was the one who ask for it.

JUDGE ROSS: They wanted 7 1/2 retroactive?

THE WITNESS: They started from 10 per cent from July 1st and they agreed from 7 1/2 if the --

JUDGE ROSS: What made them go down from 10 per cent to 7 1/2 per cent?

THE WITNESS: The financial situation in Czas, sir, your Honor.

JUDGE ROSS: Well, what did you mean about the financial situation?

Did you say something to them which made them come down from 10 per cent to 7 1/2 per cent?

THE WITNESS: If I remember correctly, I says that that will be too much obligation for Czas to increase that much for --

JUDGE ROSS: Well, that's what I'm trying to find out.

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THE WITNESS: Yes, your Honor.

JUDGE ROSS: So that you did say something which made them come down from their 10 per cent retroactive to 7 1/2 per cent?

THE WITNESS: Yes, sir.

JUDGE ROSS: And what other terms were there which they were asking and which you discussed with them?

Did they ask for a bonus?

THE WITNESS: The same they --

JUDGE ROSS: Did they ask for a bonus?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: And did you discuss the bonus with them?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: And as a result of your discussion with the bonus, that was eliminated from their subsequent draft; isn't that correct?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: The one that was typewritten by your secretary?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: And was there some discussion about the supervisory status of Mr. Kubicki?

THE WITNESS: Yes, your Honor.

JUDGE ROSS: The foreman?

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THE WITNESS: Mr. Kubicki, yes.

JUDGE ROSS: Was there something in the original draft about his --

THE WITNESS: No.

JUDGE ROSS: (Continuing) -- about him being in charge?

THE WITNESS: We never discussed that, your Honor.

JUDGE ROSS: What?

THE WITNESS: That was in the last proposition that we received from them.

Q. (By Mr. Coffey) Now, you say you received these propositions from Mr. Kabat and Mr. Puri in the summer of 1972; is that correct? A. Yes.

JUDGE ROSS: When in the summer of 1972 did you receive that?

THE WITNESS: I think that was in the first months of May or June.

JUDGE ROSS: Well, now, which was it?

THE WITNESS: I think it was in the first part of June, yes, your Honor.

JUDGE ROSS: After the union organizational campaign started?

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THE WITNESS: That's right. That's why we did not discuss and we did not approve that at that time.

JUDGE ROSS: But at that time the union organizational campaign was already on?

THE WITNESS: Yes.

JUDGE ROSS: Proceed.

Q. (By Mr. Coffey) Did you promise Mr. Kubicki and Mr. Kabat and Mr. Puri to pay them time and a half overtime after 40 hours during June or July of 1972? A. No, sir.

As long as we're not going to have the contract, I can't promise myself anything.

Q. Did you discuss the matter with them? A. Yes, I have to. When they come to me and ask me, I have to discuss that matter with them.

* * * * *

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Q. (By Mr. Coffey) Now, Mr. Glowacki, did you discuss with Mr. Puri and Mr. Kabat in the summer of 1972 the reimbursement of them for unused sick days? A. I don't think so, sir. I can't recall any incident like that.

Q. On February 3rd, Mr. Glowacki, when Mr. Palka and Mr. Pajak and Mr. Mamelko and Mr. Jachemzcyk were in your office, did you tell them that you would offer them the same terms as you offered Mr. Puri and Mr. Kabat? A. No, sir.

Q. Did you tell them that you discussed overtime and wage increases and reimbursement for sick days before with Mr. Kabat?

A. I just mentioned to them that all those propositions were suggested by Mr. Kabat and Mr. Puri and Mr. Kubicki.

Q. When did you tell them that these things were suggested by those people? A. At the same day I mentioned before.

Q. When was that? A. In June, 197 -- May or June, 1972.

Q. When did you tell these four people about these prior discussions? A. I just told them that those three men --

Q. When did you do this?

339 Did you do this on February 3rd? A. Yes, sir.

Q. You say you had a meeting with all of the employees in the plant on May 29, 1972.

You said the employees called that meeting? A. Yes, sir.

Q. Is that correct? A. Yes, sir.

Q. Do employees call meetings in your place? A. On May 29th, yes, they called that meeting.

Q. They called it? A. Yes.

Q. How do employees call meetings in your plant?

A. They informed Mr. Zajac, the manager, that they wanted to see me and discuss that matter with them.

Q. Discuss what with them? A. That they wanted to join the union, sir.

Q. Now, on May 29th when you came to the plant, did you ask Mr. Mamelko if he wanted to join the union? A. They informed me, sir, they wanted to join the union.

Q. You didn't answer my question.

Did you ask anybody if they wanted to join the union? A. No, sir.

Q. Did you ask Mr. Pajak if he wanted to join the union?

340 A. No, sir.

Q. Did you ask Mr. Jachemzcyk if he wanted to join the union? A. No, sir.

Q. You never asked anybody if they wanted to join the union? A. They told me who wants to join the union, sir.

Q. Did you tell them you would never sign a contract with the union on May 29, 1972? A. No, sir, because I was not allowed to sign any contracts. That's --

JUDGE ROSS: Just answer the question.

THE WITNESS: No.

Q. Did you tell them --

JUDGE ROSS: You're succeeding in getting negations of all of the testimony which has not been negated up til now.

Q. (By Mr. Coffey) Did you tell the employees that if they wanted to join the union, the door was open and they could go with God? A. No, sir, not in that way.

Q. How? A. I just told them thanks God we live in the USA. If anyone wants to join the union, that's up to him and that's his privilege. If he doesn't want to join the union, that's again up to him and his privilege.

Q. Mr. Glowacki, when did you decide to close the plant? A. We decided to close the plant if we will be forced to sign the union contract.

That was discussed on the meeting with the union delegate in December, and the union delegate asked us how many months we need to finish all the contracts we have to finish.

My answer was: It will be about four months, because at that time we have some very important jobs to finish and books.

Mr. Seide suggested that one month will be enough, too. If not, they will close the shop.

Q. Mr. Glowacki, Seide said he would close the shop?

A. That's correct, sir.

Q. How was he going to close the shop? A. I don't know, sir.

Q. Now, Mr. Glowacki, I direct your attention to General Counsel's Exhibit 2, to the language:

"After thorough consideration of the situation existing in our corporation, we hereby request you to accept our conditions so that the institution built by our forefathers shall not be closed, so that many families may not lose their jobs.

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"These conditions shall be retroactive from July 1, 1972, to July 1, 1975, a three-year period."

Who composed that language in this document?

MR. MALEWSKI: If your Honor pleases, I object.

It has already been introduced into evidence, and it has been testified to that Mr. Glowacki composed it and it is his handwriting.

It has been gone over twice.

JUDGE ROSS: Objection overruled.

Q. (By Mr. Coffey) Who composed this language? A. The first line was composed under report made to me by Mr. Kubicki, and I repeat that to him. That was the suggestion by Mr. Kubicki.

Q. Did you dictate this language to your secretary?

Did you write this language out in any way? A. I just directed to the secretary in the same way was submitted to me by Mr. Kubicki, explained to me.

JUDGE ROSS: Those words were Mr. Kubicki's words?

THE WITNESS: Yes.

I just repeat that to one of our secretaries. That was the explanation by Mr. Kubicki, your Honor.

* * * * *

345 Q. (By Mr. Coffey) You've testified that you already decided to close when you were working these demands out with your employees.

Is that right? A. No, sir.

When they bring me any documents, that's my duty, that is, to present that to the attorney and to the Board, sir.

Q. Do you still intend to close the plant, Mr. Glowacki?

A. Yes, sir.

If we will be forced to sign the contract, that's the only way.

* * * * *

5.

NOV 20 1970

PAYROLL WEEK ENDING

MUTUAL NO. 55-12

12

• NAME OF EMPLOYEE	• DAYS AND HOURS			• WAGES			• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE
			TOTAL REG. HRS 11:28 1:25	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	FED. WITH. TAX	STATE WITH. TAX	CITY WITH. TAX	TOTAL DEDUCT	
1 P. Kukulski	1		50	5.65			282.20	—	59.00	12.10	60.30	72.00	210.20
2 S. Kalinowski	4		43	4.48			191.60	—	21.30	4.00	95.30	26.55	164.45
3 J. Pami	2		50	4.45			222.15	—	31.40	7.10	135.30	40.15	182.00
4 M. Pajdak	1		50	4.95			247.50	—	47.00	9.30	132.30	58.30	189.20
5 M. Maciejko	6		65	4.25			276.25	—	31.40	6.80	145.30	39.95	236.30
6 S. Jendryk	4		60	3.25			195.00	—	21.30	4.00	95.30	26.55	168.45
7 K. Dorosz	0				150.00	200.00	350.00	—	83.70	19.20	320.30	106.40	243.60
8 W. J. Kucharski	2		30	3.00			90.00	43.20	8.30	1.00	30.30	14.22	75.78
9													
10													
11													
12													
13													
14													
15													
							1854.10	432.30	76.60	63.50	1050.20	384.12	1469.98

NOV 27 1970

PAYROLL WEEK ENDING

19

• DAYS AND HOURS			• WAGES			• EMPLOYEE DEDUCTIONS					• NET AMOUNT PAYABLE	TEAR OFF OR FOLD for CUT-LEAF effect
	TOTAL	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	FED. WITH- TAX	STATE WITH- TAX	CITY WITH- TAX	ALL OTHER DEDUCT.	TOTAL DEDUCT.	
1	48	515	24720	24720	49440	—	6200	1290	6530	7585	22035	
2	48	495			23760	—	2470	500	11530	3115	18210	
3	48	495			23760	—	2440	650	13530	3755	17570	
4	49	495			24255	—	4700	930	17030	5830	18425	
5	64	425	27200	27200	54400	—	3540	800	16530	4535	24665	
6	60	375	22500	22500	45000	—	3040	850	17030	4690	22410	
7			15000	22500	37500	—	8970	2110	34530	11455	26045	
8	30	360			10800	432	432	830	16030	1427	1578	
9												
10												
11												
12												
13												
14												
15												
					149375	432332	907230	1145210		423871	156938	

MUTUAL NO. SS-12

PAYROLL WEEK ENDING

DEC 4 1970

19

• NAME OF EMPLOYEE	• DAYS AND HOURS				• WAGES			• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE
				TOTAL HRS OVER TIME	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. WITH O.A.T.	STATE WITH TAX	CITY WITH TAX	DISABILITY	TOTAL DEDUCT		
1 P. Kulback	1			50	565			282.20	—	59.00	12.10	.60	30	72.60	210.20
2 S. Kulback	4			50	445			222.50	—	26.40	5.60	1.15	30	33.15	191.70
3 J. P. Smith	2			51	445			226.50	—	31.40	7.10	1.35	30	40.15	189.45
4 M. P. Smith	1			51	445			226.50	—	50.00	9.90	1.90	30	62.10	195.30
5 M. P. Smith	5			73	425			310.25	—	39.40	9.30	1.85	30	50.85	259.40
6 S. P. Smith	4			57	325			185.25	—	19.60	3.60	.75	30	24.25	161.00
7 K. P. Smith	0					150.00	183.19	333.19	—	77.70	17.40	2.85	30	98.35	234.84
8 W. P. Smith	2			30	300			90.00	432	830	1.00	.30	30	14.22	75.78
9															
10															
11															
12															
13															
14															
15															
								1913.04	432	3180	660	1085	240	395.37	1517.67

MUTUAL NO. SS-12 PAYROLL WEEK ENDING **DEC 18 1970** 19

• NAME OF EMPLOYEE	• DAYS AND HOURS			• WAGES			• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE
	TOTAL REG. HRS.	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. TAX	STATE WAGE TAX	CITY WATER TAX	SECURITY	TOTAL DEDUCTIONS				
1 P. Kurbish	48	565			271.20	56.60	11.40	2.60	30	68.30	202.90			
2 S. Kurbish	48	445			213.60	44.70	5.40	1.15	30	31.15	182.10			
3 J. Finney	48	445			213.60	44.70	5.40	1.15	30	37.55	175.70			
4 M. P. Smith	49	445			217.65	44.00	8.60	1.70	30	54.60	183.00			
5 M. M. Smith	66	425			280.50	33.40	7.40	1.45	30	42.55	237.95			
6 S. Johnson	65	325			211.25	24.70	5.60	1.15	30	31.15	180.10			
7 R. J. Smith				150.00	173.97	44.70	16.50	2.70	30	64.20	229.77			
8 Allen J. Smith	40	360		120.00	120.00	5.76	13.30	2.20	30	21.26	97.94			
9														
10														
11														
12														
13														
14														
15														
					1871.65	5.76	30.10	2.60	1865.210	381.51	1489.51			

DEC 24 1970

PAYROLL WEEK ENDING

19

• DAYS AND HOURS			• WAGES				• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE	TEAR OFF OR FOLD for CUT-LEAF effect
		TOTAL REG. HOURS 11:00 A.M. - 5:00 P.M.	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.S.	FED. WITHH. TAX	STATE WITHH. TAX	CITY WITHH. TAX	ALLIANCE DUES	SICK LEAVE	TOTAL DEDUCT.		
1		42	565	237.30	42.30	279.60	—	53.00	16.70	55.30			64.55	197.75	
2		42	445			186.55	—	19.60	3.60	75.30			21.25	162.30	
3		42	445			186.55	—	33.40	4.90	100.30			30.10	156.45	
4		45	445			222.75	—	40.00	8.00	150.30			50.80	171.95	
5		57	425	242.25	20.00	262.25	—	29.40	6.20	125.30			37.15	225.10	
6		65	325	211.25	15.50	226.75	—	46.40	12.00	2.15	30		60.85	265.90	
7		68	600	408.00	18.90	426.90	—	83.70	19.20	320.30			106.40	242.50	
8		48	300			144.00	6.70	16.60	2.40	70.30			27.40	116.50	
9															
10															
11															
12															
13															
14															
15															
						1940.14	6.70	33.60	67.50	11.10	1.10		40.50	1538.63	

• DAYS AND HOURS				• WAGES			• EMPLOYEE DEDUCTIONS					• NET AMOUNT PAYABLE		TEAR OFF OR FOLD for CUT-LEAF effect
			TOTAL REG. HOURS THIRTY-NINE	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	ED. C.A.T.	FED. WITH- HOLD- ING TAX	STATE INCOME TAX	CITY & MISC. TAX	TOTAL DEDUCT.		
1			48	5.65			271.20	-	49.40	10.85	1.55	62.80	209.15	
2			48	4.45			213.60	-	23.40	4.70	2.80	30.90	182.70	
3			41	4.45			182.40	-	20.30	4.45	2.50	27.25	155.15	
4			51	4.45			226.95	-	40.20	9.45	4.75	54.40	172.55	
5			56	4.25			238.00	-	40.90	4.90	2.70	48.50	189.50	
6			49	3.25			158.25	-	15.70	2.20	1.55	19.45	138.80	
7			42	3.50			147.00	1.55	17.50	2.70	1.45	22.60	124.40	
8			40	3.00			120.00	6.45	17.30	2.50	1.55	27.80	92.20	
9							154.00	6.45	17.30	2.50	1.55	27.80	126.00	
10							332.20	-	66.80	14.40	7.35	98.55	233.65	
11														
12														
13														
14														
15														
							1894.45	127.95	57.70	26.50	2.30	379.69	1514.76	

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MUTUAL NO. SS-12

PAYROLL WEEK ENDING

• NAME OF EMPLOYEE										• DAYS AND HOURS				• WAGES				• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE	
										TOTAL		REG. OVER TIME		WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	FED. WITH- TAX	STATE WITH- TAX	CITY WITH- TAX	SICK DISAB		TOTAL DEDUCT.		
1 P. Kubicki										35				5.65			197.75	—	31.00	5.40	1.65	30		38.45	159.30	
2 S. Galt										35				4.45			155.75	—	15.70	2.20	1.55	30		19.45	135.65	
3 J. Galt										37				4.45			164.35	—	19.10	3.70	2.05	30		24.85	139.50	
4 M. Pajek										37				4.45			164.35	—	22.90	5.40	3.25	30		31.55	132.80	
5 M. Matuszko										37				4.25			157.25	—	10.80	1.20	1.10	30		13.10	143.85	
6 S. Jelenyik										40				3.25			130.00	—	6.80	1.40	1.10	30		9.30	115.70	
7 A. Pajek										35				3.50			122.50	5.40	13.30	2.50	1.25	30		17.05	92.45	
8 Mrs. V. Stogorin										40				3.00			120.00	6.24	14.30	2.50	1.65	30		24.69	95.01	
9 K. Jozak														150.00	150.00	350.00	—	71.60	18.10	7.95	30		97.65	152.65		
10																										
11																										
12																										
13																										
14																										
15																										

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PAYROLL WEEK ENDING

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• DAYS AND HOURS				• WAGES			• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE	TEAR OFF OR FOLD for CUT-LEAF effect
		TOTAL	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	STATE WITH- TAX	CITY JUNIOR TAX	TOTAL DEDUCT				
	REG. OVERTIME													
1	37		5.45			200.35	—	32.10	2.60	1.15	35.85	179.20		
2	39		4.45			173.25	—	16.20	3.60	1.20	21.00	151.30		
3	38		4.45			173.25	—	20.20	4.20	1.50	25.90	145.50		
4	45		4.45			222.75	—	37.70	7.60	3.00	48.30	173.25		
5	46		4.25			195.50	—	13.40	2.60	1.80	17.80	172.40		
6	48		3.25			156.00	—	15.70	2.20	1.55	19.45	136.25		
7	39		3.50			136.50	6.98	15.20	2.40	1.11	19.71	91.67		
8	40		3.50			140.00	6.24	14.20	2.50	1.25	20.19	95.01		
9				150.00	100.00	250.00	—	71.60	18.10	7.40	97.10	253.65		
10														
11														
12														
13														
14														
15														
						1728.00	12.31	173.60	50.10	23.65	236.66	3317.13	16.53	

PAYROLL WEEK ENDING

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PAYROLL WEEK ENDING

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PAYROLL WEEK ENDING

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• NAME OF EMPLOYEE	• DAYS AND HOURS			• WAGES				• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE
				WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. D.A.T.	FED. WITH. TAX	STATE WITH. TAX	CITY WITH. TAX	SSS & MED. INS.	TOTAL DEDUCT.	
1 P. Lindbergh	1	Christmas	5	545			272.50	—	44.33	12.21	1.70	—	63.40	225.47
2 S. Kerber	4	Christmas	51	445			226.50	—	44.33	12.21	1.70	—	63.40	185.40
3 J. Puri	2	Christmas	52	445			231.00	—	44.33	12.21	1.70	—	63.40	185.40
4 A. Puri	1	Christmas	55	445			222.50	—	44.33	12.21	1.70	—	63.40	209.40
5 M. McNeill	6	Christmas	59	425			250.50	—	44.33	12.21	1.70	—	63.40	211.40
6 S. J. Lawrence	4	Christmas	69	325	159	258.50	417.50	—	44.33	12.21	1.70	—	63.40	177.40
7 A. Puri	1	Christmas	40	300			120.00	—	44.33	12.21	1.70	—	63.40	171.40
8 M. V. Puri	4	Christmas	40	300			120.00	—	44.33	12.21	1.70	—	63.40	171.40
9 K. D. D. D.	0	Christmas			130.00	238.00	368.00	—	44.33	12.21	1.70	—	63.40	270.40
10														
11														
12														
13														
14														
15														
							2059.70							2059.70

DEC 17 1971

PAYROLL WEEK ENDING

19

• DAYS AND HOURS			• WAGES			• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE	TEAR OFF OR FOLD for CUT-LEAF effect
	TOTAL	REG. OVERT TIME-TIME	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	SEC. W.A.T.	STATE W.A.T.	CITY W.A.T.	UNION DUES	TOTAL DEDUCT.		
1	50		5.65			282.50	-	51.30	11.50	15.00		65.15	217.35	
2	50		4.45			222.50	-	23.50	5.25	20.00		37.30	184.25	
3	50		4.45			222.50	-	23.50	6.70	34.00		40.20	181.35	
4	53		4.45			235.75	-	47.00	30.00	47.50		62.15	200.20	
5	60		4.25			255.00	-	30.50	5.00	31.50		31.25	215.65	
6	51		3.15	165.75	20.25	186.00	-	15.00	8.40	23.50		32.25	174.00	
7	50		5.00			250.00	7.50	20.70	3.40	20.00		36.20	113.40	
8	40		5.00			200.00	6.24	17.20	2.50	16.50		29.74	95.00	
9				112.00	20.50	132.50	-	23.50	20.50	54.00		108.50	275.00	

Total 1134.00 275.00 409.00

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MUTUAL NO. SS-12

PAYROLL WEEK ENDING

• NAME OF EMPLOYEE	• DAYS AND HOURS			• WAGES			• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE	
			TOTAL	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	FED. WITH. TAX	STATE WITH. TAX	CITY WITH. TAX	SICKNESS DISABILITY		TOTAL DEDUCT.
1 P. Kulicki	Ex		42	5.65			237.30	—	31.30	3.10	1.30	30	49.70	187.60
2 S. Kurbat			35	4.45			155.75	—	15.70	2.20	1.55	30	19.45	136.30
3 J. Purni			40	4.45			178.00	—	20.30	2.40	2.50	30	25.20	152.80
4 M. Pajz			45	4.45			199.75	—	37.40	7.40	3.70	30	48.50	151.25
5 M. Mamekko			54	4.25			229.50	—	24.20	3.40	2.50	30	30.10	199.40
6 S. Jachemanyk			53	3.25			172.25	—	14.30	3.20	1.90	30	24.50	147.75
7 A. Palka			45	3.00			135.00	7.22	14.30	3.20	1.80	30	26.50	108.50
8 W. V. Polgorski			41	3.00			123.00	6.45	14.30	2.50	1.50	30	25.10	97.90
9 K. Taylor			0		150.00		150.00	—	78.80	2.00	3.20	30	83.80	66.20
10														
11														
12														
13														
14														
15														
							1849.00	13.92	271.10	50.00	15.25	270	383.47	1465.53

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PAYROLL WEEK ENDING

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PAYROLL WEEK ENDING

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PAYROLL WEEK ENDING										19				
• DAYS AND HOURS				• WAGES			• EMPLOYEE DEDUCTIONS						TEAR OFF OR FOLD for CUT-LEAF effect	
TOTAL		REG. OVER TIME	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. D.A.T.	LED. WITH- TAX	STATE WITH- TAX	CITY WITH TAX	SIGNI- FICANT D.S.I.S.	TOTAL DEDUCT.	• NET AMOUNT PAYABLE	
1	35.7		56.5	197.75	59.30	257.05	—	46.60	10.00	1.00	30	58.80	198.27	
2	35.7		44.5	155.40	46.72	202.12	10.51	25.50	5.70	1.20	30	43.81	158.31	
3	35.7		44.5	155.40	46.72	202.12	10.51	26.00	6.50	2.00	30	46.11	156.01	
4	35		44.5			155.75	—	25.70	6.10	2.00	30	37.10	130.15	
5	35		42.5			148.75	7.74	8.10	1.80	6.00	30	18.54	130.21	
6	35		3.50			122.50	6.37	17.00	3.50	1.15	30	28.02	93.58	
7						120.00	6.24	15.20	3.50	1.15	30	26.10	93.81	
8						150.00	24.00	350.00	—	21.80	21.00	15.85	241.07	
9														
10														
11														
12														
13														
14														
15														
												368.37	1208.31	

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PAYROLL WEEK ENDING

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• NAME OF EMPLOYEE	• DAYS AND HOURS			• WAGES				• EMPLOYEE DEDUCTIONS						• NET AMOUNT PAYABLE
			TOTAL	WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	FED. WITH. TAX	STATE WITH. TAX	CITY WITH. TAX	SEC. 1330 TAX	TOTAL DEDUCT	
1 P. Vukobrat	EX		35 7	5.62	197.15	59.32	256.47	—	46.24	16.46	1.60	30	58.20	193.27
2 S. Vukobrat			35 7	4.45	155.75	46.72	202.47	10.50	25.91	5.40	1.70	30	43.81	158.66
3 J. Parny			35 7	4.45	155.75	46.72	202.47	10.50	25.91	5.40	1.70	30	43.81	158.66
4 M. Parny			35 7	4.45	155.75	46.72	202.47	10.50	25.91	5.40	1.70	30	43.81	158.66
5 M. Parny			35 7	4.45	155.75	46.72	202.47	10.50	25.91	5.40	1.70	30	43.81	158.66
6 A. Parny			35 7	4.45	155.75	46.72	202.47	10.50	25.91	5.40	1.70	30	43.81	158.66
7 Mr. V. Vukobrat			35 7	3.50	122.50	17.50	140.00	6.75	17.60	3.50	1.15	30	28.95	111.05
8 K. Vukobrat			35 7	3.50	122.50	17.50	140.00	6.75	17.60	3.50	1.15	30	28.95	111.05
9					150.00	20.75	170.75	—	31.20	2.10	5.55	30	38.85	131.90
10														
11														
12														
13														
14														
15														
							1580.64	115.78	25.91	5.40	1.70	30	368.31	1211.74

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• DAYS AND HOURS										• WAGES					• EMPLOYEE DEDUCTIONS							• NET AMOUNT PAYABLE		TEAR OFF OR FOLD for CUT-LEAF effect
										WAGE RATE	REGULAR WAGES	OVERTIME WAGES	TOTAL WAGES	FED. O.A.T.	STATE WITH. TAX	CITY WITH. TAX	DISABILITY	TOTAL DEDUCT.						
1						37				265	200.35		200.35		30.30	9.20	80.30		49.40	170.95				
2						37				265	164.30		164.30	25.17	17.50	1.00	20		31.67	132.63				
3						42				265	30.35		30.35	4.36	2.70	5.00	30		35.06	151.94				
4						35				265	93.25		93.25		15.70	2.10	200	30	37.10	136.15				
5						38				265	101.50		101.50	16.50	11.40	2.50	80	30	23.70	138.80				
6						38				265	101.50		101.50	16.50	11.70	2.50	100	30	32.22	100.28				
7											120.00		120.00	17.50	10.00	1.00	50		28.50	91.50				
8											150.00		150.00	21.00	10.00	1.00	50		32.00	248.00				
9											150.00		150.00	21.00	10.00	1.00	50		32.00	248.00				
10																								
11																								
12																								
13																								
14																								
15																								
										1702.45	370.45	10.60	11.10	2.10					371.54	1350.91				

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

CZAS PUBLISHING COMPANY, INC.,

Respondent.

No. 74-1005

CERTIFICATE OF SERVICE

I hereby certify that I have served by hand (by mail) two copies of the

APPENDIX

in the above-entitled case, on

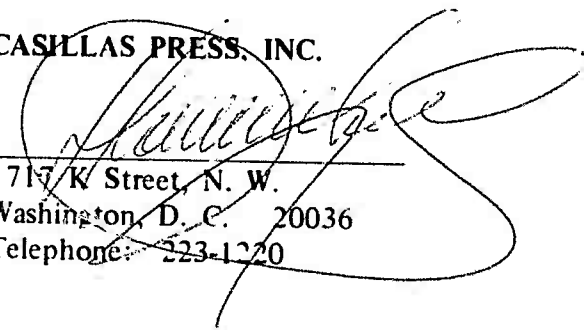
the following counsel of record, this 13 day of March 1974

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Subscribed and Sworn to before me this

